

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
Greenfield Online, Inc.		05/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ToLuna USA, Inc.		
Street Address:	21 River Road		
City:	Wilton		
State/Country:	CONNECTICUT		
Postal Code:	06897		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3378491	GOZING	
Registration Number:	3378490	GOZING	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2009624.0007		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

OP \$65.00 3378491

Date:

07/27/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective May 29, 2012 by and between:

Greenfield Online, Inc., a corporation organized and existing under the laws of the state of Delaware and having a usual place of business at 21 River Road, Wilton, CT 06987 ("Company"); and

ToLuna USA, Inc., a corporation organized and existing under the laws of the state of Delaware and having a usual place of business at 21 River Road, Wilton, CT 06897 ("ISS Buyer").

WHEREAS, Company possesses certain rights in to the trademarks, service marks and trade names set forth on Annex A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Company, ISS Buyer, Toluna Group Limited (f/k/a ToLuna plc) and and ToLuna Jersey Limited (the "Buyers") are parties to that certain Asset Purchase Agreement, dated June 26, 2009 (as subsequently amended, the "Purchase Agreement"), pursuant to which Company agreed to transfer, sell and convey to the Buyers certain of the assets of Company related to the Company's Internet Survey Solutions business, including Company's rights in the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Company now wishes to assign Company's rights in the Marks to ISS Buyer, and Company is desirous of acquiring Company's rights in the Marks from Company, together with the goodwill of the business symbolized thereby;

WHEREAS, Company is conveying Company's rights in the Marks to ISS Buyer as part of the transfer of all or substantially all of the assets of the ISS business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Company hereby sells, assigns, conveys and transfers unto ISS Buyer its entire right, title and interest throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by ISS Buyer, its successors or assigns, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for ISS Buyer's sole use and enjoyment.
2. Company hereby authorizes the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title

thereto as the property of ISS Buyer, its successors, assigns or legal representatives in accordance with the terms this instrument.

3. To the extent Company retains any right, title or interest in or to the Marks that cannot be assigned to ISS Buyer pursuant to this Assignment, then Company hereby agrees to waive for all time any claims that Company may have concerning any such right, title or interest in or to the Marks.

4. ISS Buyer and Company also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon ISS Buyer and Company.

IN WITNESS WHEREOF, Company and ISS Buyer have caused this Trademark Assignment to be executed by their duly authorized representatives and agree to the provisions hereof effective as of the date first written above.

COMPANY: Greenfield Online, Inc.

By: 

BENJAMIN C. MOORE, VICE PRESIDENT
(print name and title)

ISS BUYER: ToLuna USA, Inc.

By: 

Michael Fass, General Counsel, Assistant Secretary
(print name and title)

ANNEX A

MARKS

Mark	Serial No.	Filing Date	US Trademark Registration No.	Registration Date
Word Mark GOZING	78514053	11/09/2004	3378491	02/05/2008
Word & Design Mark GOZING	78512222	11/05/2004	3378490	02/05/2008

Trademark Assignment from Microsoft to Toluna 3