

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Administrative Agent		10/01/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SurveyMonkey Inc. (f/k/a SurveyMonkey.com, LLC)		
Street Address:	285 Hamilton Avenue		
Internal Address:	Suite 500		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3938118	REAL, UNIQUE AND ENGAGED	
Registration Number:	3732051	SURVEYSCORE	
Registration Number:	3732095	TRUESAMPLE	
CORRESPONDENCE DATA			
Fax Number:	215279394		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	1600 JFK Blvd., 2nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Jordan A. LaVine		
Signature:	/Jordan A. LaVine/		

OP \$90.00 3938118

Date:

10/09/2013

**Total Attachments: 10**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of October 1, 2013 (“Release”), is made between **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (the “Administrative Agent”) and **SURVEYMONKEY INC.** (f/k/a SurveyMonkey.com, LLC), a Delaware corporation (“SurveyMonkey”).

**WHEREAS**, pursuant to that certain Guarantee and Collateral Agreement dated as of February 7, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among SurveyMonkey, SVMK Inc. (f/k/a SurveyMonkey Inc.), a Delaware corporation, the Subsidiary Loan Parties identified therein and the Administrative Agent, SurveyMonkey granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in any and all right, title and interest of SurveyMonkey in, to and under all Intellectual Property and Proceeds and products of such Intellectual Property;

**WHEREAS**, pursuant to the Security Agreement, SurveyMonkey executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Patent Security Agreement dated as of February 7, 2013 and recorded at the United States Patent and Trademark Office (“USPTO”) on February 11, 2013 at Reel 029786 Frame 0440 and that certain Patent Security Agreement dated as of March 31, 2013 and recorded at the USPTO on April 3, 2013 at Reel 030147 Frame 0634 (collectively, the “Patent Agreements”); and

**WHEREAS**, SurveyMonkey has delivered to the Administrative Agent an officer’s certificate (the “Officer’s Certificate”) dated the date hereof with respect to the transactions contemplated by this Release.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Administrative Agent and SurveyMonkey agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or the Patent Agreements.

**SECTION 2. Termination and Release.** In reliance upon the certifications contained in the Officer’s Certificate, the Administrative Agent, without representation, warranty, or recourse, effective upon Closing (as defined in that certain TrueSample Asset Purchase Agreement, dated as of the date hereof, between SurveyMonkey and TrueSample Holdings II LLC, a Delaware limited liability company), hereby:

(a) terminates, cancels, discharges, and releases the Lien on and security interest in and to the right, title and interest in, to and under the Patent Collateral listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at SurveyMonkey’s expense.

Notwithstanding the foregoing, the termination and release contained in this Section 2, in each case, is made to the extent SurveyMonkey has granted to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in such assets pursuant to the Security Documents (including the Security Agreement and the Patent Agreements).

**SECTION 3. Miscellaneous.**

(a) This Release shall be construed in accordance with and governed by the law of the State of New York.

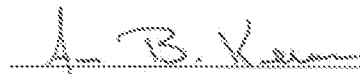
(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS RELEASE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(c) Nothing in this Release shall be construed to act as a release of, or prejudice the rights of the Administrative Agent in or to, any liens, security interests, charges and other encumbrances granted by any Loan Party other than as expressly set forth herein with respect to the Patent Collateral listed on Schedule A attached hereto. Nothing in this Release shall be construed to prejudice the rights of the Administrative Agent to charge and be reimbursed for any expenses that it may incur in connection herewith as and to the extent provided in the Loan Documents.

(d) This Release may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single document. Delivery of an executed counterpart of a signature page of this Release by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Release.

**[Signature Pages Follow]**

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Ann D. Kerns  
Title: Vice President

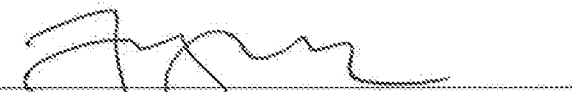
[Patent Release]

**TRADEMARK**  
**REEL: 005128 FRAME: 0282**

**Accepted and agreed:**

SURVEYMONKEY INC.

By:



Name: Timothy Maly

Title: SVP, Business Operations &  
Finance

[Patent Release]

**TRADEMARK**  
**REEL: 005128 FRAME: 0283**

**Schedule A**

**SurveyMonkey.com, LLC  
(Delaware LLC)**

**U.S. Patents Subject to Security Interest  
Granted by SurveyMonkey.com, LLC  
In Favor of JPMorgan Chase Bank, N.A., as Administrative Agent  
Recorded February 11, 2013 at Reel 029786 Frame 0440**

Patent Applications

<b>Registered Owner</b>	<b>Title of Patent</b>	<b>Application Number</b>	<b>Date Filed</b>
SurveyMonkey.com, LLC	Survey Fraud Detection System and Method	12/191,961	8/14/2008
SurveyMonkey.com, LLC	Apparatus and Method for Evaluating Online Surveys	12/883,047	9/15/2010

**SurveyMonkey Inc.  
(Delaware Corporation)**

**U.S. Patents Subject to Security Interest  
Granted by SurveyMonkey Inc.  
In Favor of JPMorgan Chase Bank, N.A., as Administrative Agent  
Recorded April 3, 2013 at Reel 030147 Frame 0634**

Patent Applications

<b>Registered Owner</b>	<b>Title of Patent</b>	<b>Application Number</b>	<b>Date Filed</b>
SurveyMonkey Inc.	Survey Fraud Detection System and Method	12/191,961	8/14/2008
SurveyMonkey Inc.	Apparatus and Method for Evaluating Online Surveys	12/883,047	9/15/2010

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 1, 2013 (“Release”), is made between **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (the “Administrative Agent”) and **SURVEYMONKEY INC.** (f/k/a SurveyMonkey.com, LLC), a Delaware corporation (“SurveyMonkey”).

**WHEREAS**, pursuant to that certain Guarantee and Collateral Agreement dated as of February 7, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among SurveyMonkey, SVMK Inc. (f/k/a SurveyMonkey Inc.), a Delaware corporation, the Subsidiary Loan Parties identified therein and the Administrative Agent, SurveyMonkey granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in any and all right, title and interest of SurveyMonkey in, to and under all Intellectual Property and Proceeds and products of such Intellectual Property;

**WHEREAS**, pursuant to the Security Agreements, SurveyMonkey executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Trademark Security Agreement dated as of February 7, 2013 and recorded at the United States Patent and Trademark Office (“USPTO”) on February 12, 2013 at Reel 4960 Frame 0645 and that certain Trademark Security Agreement dated as of March 31, 2013 and recorded at the USPTO on April 3, 2013 at Reel 4998 Frame 0019 (collectively, the “Trademark Agreements”); and

**WHEREAS**, SurveyMonkey has delivered to the Administrative Agent an officer’s certificate (the “Officer’s Certificate”) dated the date hereof with respect to the transactions contemplated by this Release.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Administrative Agent and SurveyMonkey agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or the Trademark Agreements.

**SECTION 2. Termination and Release.** In reliance upon the certifications contained in the Officer’s Certificate, the Administrative Agent, without representation, warranty, or recourse, effective upon Closing (as defined in that certain TrueSample Asset Purchase Agreement, dated as of the date hereof, between SurveyMonkey and TrueSample Holdings II LLC, a Delaware limited liability company), hereby:

(a) terminates, cancels, discharges, and releases the Lien on and security interest in and to the right, title and interest in, to, and under the Trademark Collateral listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at SurveyMonkey’s expense.



The termination and release contained in this Section 2, in each case, is made to the extent SurveyMonkey has granted to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in such assets pursuant to the Security Documents (including the Security Agreement and the Trademark Agreements).

**SECTION 3. Miscellaneous.**

(a) This Release shall be construed in accordance with and governed by the law of the State of New York.

(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS RELEASE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(c) Nothing in this Release shall be construed to act as a release of, or prejudice the rights of the Administrative Agent in or to, any liens, security interests, charges and other encumbrances granted by any Loan Party other than as expressly set forth herein with respect to the Trademark Collateral listed on Schedule A attached hereto. Nothing in this Release shall be construed to prejudice the rights of the Administrative Agent to charge and be reimbursed for any expenses that it may incur in connection herewith as and to the extent provided in the Loan Documents.

(d) This Release may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single document. Delivery of an executed counterpart of a signature page of this Release by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Release.

**[Signature Pages Follow]**

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

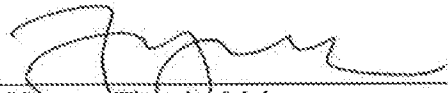
By:   
Name: Ann B. Kerns  
Title: Vice President

[Trademark Release]

**TRADEMARK**  
**REEL: 005128 FRAME: 0287**

Accepted and agreed:

SURVEYMONKEY INC.

By:   
Name: Timothy Maly  
Title: SVP, Business Operations &  
Finance

[Trademark Release]

**TRADEMARK**  
**REEL: 005128 FRAME: 0288**

Schedule A

SurveyMonkey.com, LLC  
(Delaware LLC)

U.S. Trademarks Subject to Security Interest  
Granted by SurveyMonkey.com, LLC  
In Favor of JPMorgan Chase Bank, N.A., as Administrative Agent  
Recorded February 12, 2013 at Reel 4960 Frame 0645

Trademarks

Registered Owner	Mark	Registration No.	Registration Date
SurveyMonkey.com, LLC	REAL, UNIQUE AND ENGAGED	3938118	3/29/2011
SurveyMonkey.com, LLC	SURVEYSCORE	3732051	12/29/2009
SurveyMonkey.com, LLC	TRUESAMPLE	3732095	12/29/2009

U.S. Trademarks Subject to Security Interest  
Granted by SurveyMonkey Inc.  
In Favor of JPMorgan Chase Bank, N.A., as Administrative Agent  
Recorded April 3, 2013 at Reel 4998 Frame 0019

Trademarks

Registered Owner	Mark	Registration No.	Registration Date
SurveyMonkey Inc.	REAL, UNIQUE AND ENGAGED	3938118	3/29/2011
SurveyMonkey Inc.	SURVEYSCORE	3732051	12/29/2009
SurveyMonkey Inc.	TRUESAMPLE	3732095	12/29/2009