

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TrueSample Holdings II LLC		10/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SurveyMonkey Inc.		
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: 19

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SECURITY AGREEMENT

This Security Agreement (this “**Security Agreement**”) is made as of 1st day of October by and between TrueSample Holdings II LLC, a Delaware limited liability company, with its principal place of business at 65 Locust Avenue, Suite 303, New Canaan, CT 06840 (“**Grantor**”), and SurveyMonkey Inc., a Delaware corporation, with its principal place of business at 285 Hamilton Avenue, Suite 500, Palo Alto, CA 94301 (“**Lender**”).

RECITALS

A. Lender and Grantor are parties to that certain Asset Purchase Agreement, dated of even date herewith, pursuant to which Lender has issued to Grantor a senior secured promissory note for a principal amount of \$2,200,000 (the “**Note**”), but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Collateral (as defined herein) to secure the obligations of Grantor under the Note.

B. Pursuant to the terms of the Note, Grantor has granted to Lender a security interest in all of Grantor’s right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations under the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Definitions

(a) Terms Not Defined Herein. Capitalized terms used but not defined herein shall have the meanings set forth in the Note. All terms defined in the California UCC (as defined herein) and not defined herein shall have the meanings ascribed to them in the California UCC.

(b) Certain Other Terms. As used herein, the following terms shall have the following meanings:

(i) “**Account Debtor**” shall mean any Person who is or who may become obligated to Grantor under, with respect, to or on account of, an Account.

(ii) “**California UCC**” shall mean the Uniform Commercial Code as from time to time in effect in the State of California.

(iii) “**Collateral**” shall mean all right, title or interest now owned or at anytime hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest in all (A) Accounts, (B) Chattel Paper, (C) Commercial Tort Claims, (D) Deposit Accounts, (E) Documents, (F) Electronic Chattel Paper, (G) Equipment, (H) General Intangibles, (I) Instruments, (J) Inventory, (K) Investment Property, (L) Letter-of-Credit Rights, (M) Supporting Obligations, (N) all books and records pertaining to the foregoing, and (O) to the extent not otherwise included, all Proceeds and products of any of

the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(iv) "**Copyright License**" shall mean any agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by Grantor or which Grantor otherwise has the right to license, or granting any right to Grantor under any Copyright now or hereafter owned by any third party, and all rights of Grantor under any such agreement.

(v) "**Copyrights**" shall mean all of the following now owned or hereafter acquired by Grantor: (A) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (B) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

(vi) "**Documents**" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

(vii) "**Entity**" shall mean any corporation (including any non profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or similar entity.

(viii) "**General Intangibles**" shall mean all choses in action and causes of action and all other assignable intangible personal property of Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by Grantor, including interests in any trust, corporate or other business records, contract rights, indemnification claims, Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to Grantor to secure payment by an Account Debtor of any of the Accounts.

(ix) "**Governmental Body**" shall mean any: (A) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (B) federal, state, local, municipal, foreign or other government; (C) governmental or quasi governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal); (D) multi national organization or body; or (E) individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

(x) "**Intellectual Property**" shall mean all intellectual property of Grantor of every kind and nature now owned or hereafter acquired by Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, Internet web sites, domain names and registrations or applications for registration thereof, confidential or

proprietary technical and business information, know-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

(xi) "**License**" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which Grantor is a party.

(xii) "**Obligations**" shall mean the due and punctual performance of all covenants, agreements, obligations and liabilities of Grantor under the Note, including all monetary obligations.

(xiii) "**Patent License**" shall mean any agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by Grantor or which Grantor otherwise has the right to license, is in existence, or granting to Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of Grantor under any such agreement.

(xiv) "**Patents**" shall mean all of the following now owned or hereafter acquired by Grantor: (A) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (B) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

(xv) "**Perfection Certificate**" shall mean a certificate substantially in the form of Annex 1 hereto, and duly executed by the Chief Financial Officer of Grantor.

(xvi) "**Person**" shall mean any individual, Entity or Governmental Body.

(xvii) "**Security Interest**" shall have the meaning assigned to such term in Section 2(a).

(xviii) "**Trademark License**" shall mean any agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Grantor or which Grantor otherwise has the right to license, or granting to Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of Grantor under any such agreement.

(xix) "**Trademarks**" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or

hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, and (b) all goodwill associated therewith.

2. Security Interest

(a) As security for the payment and performance in full of the Obligations, Grantor hereby grants, mortgages, pledges, hypothecates and transfers to Lender, its successors and assigns, a continuing security interest in all of Grantor's right, title and interest now owned or at any time hereafter acquired by Grantor or in which Grantor now has or any time in the future may acquire any right, title or interest, in, to or under the Collateral (the "**Security Interest**"). Grantor hereby irrevocably authorizes Lender at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings), and amendments thereto that contain the information required by the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment (without the signature of Grantor), including (i) whether Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor, and (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of the real property to which such Collateral relates. Grantor agrees to provide such information to Lender promptly upon request. Grantor ratifies and authorizes the filing by Lender of any financing statement filed prior to the date hereof. Lender is further authorized to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by Grantor, without the signature of Grantor, and naming Grantor as debtor and Lender as secured party.

(b) No Assumption of Liability. The Security Interest is granted as security only and shall not subject Lender to, or in any way alter or modify, any obligation or liability of Grantor with respect to or arising out of the Collateral. In no event shall Lender be deemed a trustee or become liable as a trustee as a result of the grant of the Security Interest in any interest in any trust.

3. Representations and Warranties. Grantor represents and warrants to Lender that:

(a) Title and Authority. Grantor has good and valid rights in, and title to, the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to Lender the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Security Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

(b) Filings.

(i) A Perfection Certificate has been duly prepared, completed and executed by Grantor and the information set forth therein, including the exact legal name of Grantor, is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to Lender for filing in each governmental, municipal or other office specified in the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to create a legal, valid and perfected continuing security interest in favor of Lender in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments.

(ii) Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to Lender for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. Section 261, 15 U.S.C. Section 1060 or 17 U.S.C. Section 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to create a legal, valid and perfected continuing security interest in favor of Lender in respect of all Collateral consisting of United States Patents, United States Trademarks and United States registered Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary (other than the financing statements and such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of United States Patents, United States Trademarks and United States Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) Validity of Security Interest. The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (ii) subject to the filings described in Section 3(b) above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions, and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable (other than the financing statements and such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of United States Patents, United States Trademarks and United States Copyrights (or registration

or application for registration thereof) acquired or developed after the date hereof), within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. Section 261, 15 U.S.C. Section 1060 or 17 U.S.C. Section 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other lien on any of the Collateral (now held or hereafter acquired).

(d) Absence of Other Liens. The Collateral is owned by Grantor free and clear of any encumbrances. The Grantor has not filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office, or (iii) any assignment in which Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect. Grantor does not hold any Commercial Tort Claim or Letter-of-Credit Rights except as indicated in the Perfection Certificate. No Person has control (as defined in the California UCC) over Grantor's Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights.

4. Covenants

(a) Change of Name; Location of Collateral; Records; Place of Business. Grantor agrees to notify Lender in writing of any change (i) in its corporate name, and (ii) in the location of its principal place of business or any office or facility at which Collateral owned by it is located. Grantor agrees promptly to notify Lender if any material portion of the Collateral owned or held by Grantor is damaged or destroyed.

(b) Periodic Certification. Upon Lender's reasonable request, Grantor shall deliver to Lender a certificate executed by the Chief Financial Officer of Grantor (i) setting forth the information required pursuant to the Perfection Certificate or confirming that there has been no change in such information since the date of the most recent Perfection Certificate, and (ii) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral, have been filed of record to the extent necessary to protect and perfect the Security Interest. All information hereafter supplied to Lender by or on behalf of Grantor with respect to the Collateral shall be true and correct in all material respects.

(c) No Impairment. Except as permitted under the Note, Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent. Except as permitted under the Note, Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of the Security Interest in Grantor's rights and interest in any property included within the definition of the Collateral acquired under such contracts.

(d) Collateral. Grantor will notify Lender in writing of any event that materially adversely affects the value of the Collateral, the ability of Grantor to dispose of any material Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Collateral.

(e) Protection of Security. Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of Lender in the Collateral and the priority thereof.

(f) Further Assurances. Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as Lender may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Security Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. Upon the request of Lender, Grantor will cooperate with Lender in obtaining control (as defined in the California UCC) of Collateral consisting of any Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights, and will provide such notice, obtain such acknowledgements and take all such other action as Lender shall reasonably specify.

(g) Lender's Rights; Continuing Obligations of Grantor. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Security Agreement to take but which Grantor fails to timely take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4(g). Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and Grantor agrees to indemnify and hold harmless Lender from and against any and all reasonable costs and reasonable expenses for such performance.

(h) Use and Disposition of Collateral. Except as expressly permitted pursuant to the Note, Grantor shall not make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other lien in respect of the Collateral. Except as expressly permitted pursuant to the Note, Grantor shall not make or permit to be made any transfer of the Collateral and Grantor shall remain at all times in possession of the Collateral owned by it. Grantor, at its own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral.

(i) Covenants Regarding Patent, Trademark and Copyright Collateral.

(i) Grantor agrees, except to the extent permitted by the prudent conduct of its business, that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent to the extent required by law and to preserve its rights.

(ii) Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark, except to the extent permitted by the prudent conduct of its business, (A) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (B) maintain the quality of products and services offered under such Trademark, (C) display such Trademark with notice of federal or foreign registration to the extent required by law to preserve its rights, and (D) not knowingly use, or knowingly permit the use of, such Trademark in violation of any third party rights.

(iii) Grantor (either itself or through licensees) will, for each work covered by a Copyright, except to the extent permitted by the prudent conduct of its business, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice to the extent required by law to preserve its rights.

(iv) Except to the extent permitted by the prudent conduct of its business, Grantor shall notify Lender promptly if it knows that any Patent, Trademark or Copyright may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(v) In the event Grantor, either itself or through any agent, employee, licensee or designee, files an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, it shall inform Lender, and, upon request of Lender, execute and deliver any and all agreements, instruments, documents and papers as Lender may reasonably request to evidence Lender's security interest in such Patent, Trademark or Copyright, and Grantor hereby appoints Lender as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(vi) Except to the extent permitted by the prudent conduct of its business, Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and

payment of maintenance fees, and, if consistent with Grantor's reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(vii) In the event that Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright has been or is about to be infringed, misappropriated or diluted by a third party, Grantor promptly shall notify Lender and shall, consistent with Grantor's reasonable business judgment, promptly take such actions as are appropriate under the circumstances to protect such Collateral.

(viii) Upon and during the continuance of an Event of Default, Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of Grantor's right, title and interest thereunder to Lender or its designee.

(ix) Grantor at its own cost shall ensure that appropriate assignments from predecessor entities to Grantor and fully executed security agreements in the form hereof and containing a description of all Collateral consisting of United States Patents, United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights shall be delivered for recording within forty-five (45) days after the execution of this Security Agreement to the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. Section 261, 15 U.S.C. Section 1060 or 17 U.S.C. Section 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of in respect of all Collateral consisting of Patents, Trademarks and registered Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than the financing statements and such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(j) Other Actions. Grantor agrees to take such other actions as are necessary to insure the attachment, perfection and priority of, and the ability of Lender to enforce, Lender's Security Interest in the Collateral.

5. Power of Attorney. Grantor irrevocably makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as Grantor's true and lawful agent and attorney-in-fact, and in such capacity Lender shall have the right, with full power of substitution for Grantor and in Grantor's name or otherwise, for the use and benefit of Lender, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts included in the Collateral to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in

equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require Grantor to notify, Account Debtors to make payment directly to Lender; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Security Agreement, as fully and completely as though Lender were the absolute owner of the Collateral for all purposes; provided, however, that no action taken or omitted to be taken by Lender with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of Grantor or to any claim or action against Lender. It is understood and agreed that the appointment of Lender as the agent and attorney-in-fact of Grantor for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve Grantor of any of its obligations hereunder or under the Note with respect to the Collateral or any part thereof or impose any obligation on Lender to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by Lender of any other or further right which it may have on the date of this Security Agreement or hereafter, whether hereunder, under the Note, by law or otherwise.

6. Events of Default. The occurrence of an Event of Default under the Note shall constitute an Event of Default under this Security Agreement.

7. Remedies

(a) Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees to deliver each item of Collateral to Lender on demand, and it is agreed that Lender shall have the right to take any of, or all, the following actions at the same or different times: (i) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to Lender, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as Lender shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (ii) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the California UCC or other applicable law. Without limiting the generality of the foregoing, Grantor agrees that Lender may sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as Lender shall deem appropriate and Lender may assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives all rights of redemption, stay, valuation and appraisal which Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) Grant of License to Use Intellectual Property. For the sole purpose of enabling Lender to exercise rights and remedies under this Section 7 at such time as Lender shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by Lender shall be exercised, at the option of Lender, only upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by Lender during the occurrence and continuance of an Event of Default in accordance herewith shall be binding upon Grantor notwithstanding any subsequent cure of an Event of Default.

8. Miscellaneous

(a) Security Interest Absolute. All rights of Lender hereunder, the Security Interest and all obligations of Grantor hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Note or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Note or any other agreement or instrument, (iii) any exchange, release or non-perfection of any lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Grantor in respect of the Obligations or in respect of this Security Agreement.

(b) Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents (each an “**Indemnified Person**”) against: (a) all obligations, demands, claims, and liabilities (collectively, “**Claims**”) claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, under this Security Agreement (including without limitation, reasonable attorneys fees and reasonable expenses), except for Claims and/or losses arising from or out of an Indemnified Person’s gross negligence or willful misconduct.

(c) Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

(d) Headings. The headings contained in this Security Agreement are for convenience of reference only, shall not be deemed to be a part of this Security Agreement and shall not be referred to in connection with the construction or interpretation of this Security Agreement.

(e) Governing Law.

(i) This Security Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

(ii) Any Proceeding relating to this Security Agreement or the enforcement of any provision of this Security Agreement may be brought or otherwise commenced in any state or federal court located in Delaware. Each of Grantor and Lender:

(1) expressly and irrevocably consents and submits to the non-exclusive jurisdiction of each state and federal court located in Delaware (and each appellate court located in the State of Delaware) in connection with any such Proceeding;

(2) agrees that each state and federal court located in Delaware shall be deemed to be a convenient forum; and

(3) agrees not to assert (by way of motion, as a defense or otherwise), in any such Proceeding commenced in any state or federal court located in Delaware, any claim that such party is not subject personally to the jurisdiction of such court, that such Proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Security Agreement or the subject matter of this Security Agreement may not be enforced in or by such court.

(iii) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SECURITY AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE OTHER TRANSACTIONAL AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS SECURITY AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8(e)(iii).

(f) Amendment. This Security Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each of Grantor and Lender.

(g) Notices. Any notice or other communication required or permitted to be delivered to any party under this Security Agreement shall be in writing and shall be deemed

properly delivered, given and received: (a) when delivered by hand; (b) on the day sent by facsimile provided that the sender has received confirmation of successful transmission as of or prior to 5:00 p.m. local time of the intended recipient on such day; (c) the first business day after sent by facsimile (to the extent that the sender has received confirmation of successful transmission after 5:00 p.m. local time of the intended recipient on the day sent by facsimile); (d) if sent by registered, certified or first class mail, the third business day after being sent; and (e) if sent by overnight delivery via a national courier service, one business day after being sent, in each case to the address, facsimile telephone number or electronic mail address set forth beneath the name of such party below (or to such other address, facsimile telephone number or electronic mail address as such party shall have specified in a written notice given to the other parties hereto):

if to Grantor:

TrueSample Holdings II LLC
65 Locust Avenue, Suite 303
New Canaan, CT 06840
Attention: Managing Member
Email: john@fivepeakscapital.com

with a copy to (which shall not be deemed a notice):

VLP Law Group LLP
P.O. Box 494
Marlborough, CT 06447
Attention: Marcus D. Wilkinson
Facsimile: (860) 415-8144

if to Lender:

SurveyMonkey Inc.
285 Hamilton Avenue, Suite 500
Palo Alto, CA 94301
Attention: VP, General Counsel
Facsimile: (650) 289-0335

with a copy to (which shall not be deemed a notice):

Woodside Counsel, P.C.
203 Redwood Shores Parkway, Suite 620
Redwood Shores, CA 94065
Attention: Gregory C. Smith
Facsimile: (650) 632-1690

(h) Successors and Assigns; Transferability.

(i) The provisions hereof shall be binding upon the legal representatives, successors and permitted assigns of Grantor and Lender. This Security Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Security Agreement.

(ii) Upon written notice to Grantor, Lender may assign this Security Agreement to (A) an Affiliate, (B) any entity that acquires all or substantially all of the assets of Lender or such Affiliate (if this Security Agreement was assigned to such Affiliate), or (C) pursuant to a merger, consolidation or other change of control of Landor or such Affiliate (if this Security Agreement was assigned to such Affiliate). Neither this Security Agreement nor any interest herein is transferable by Grantor (including by operation of law). Any purported transfer by Grantor of this Security Agreement or any interest therein shall be null and void.

(i) Specific Performance. Each party agrees that: (i) in the event of any breach or threatened breach by the other party of any covenant, obligation or other provision set forth in this Security Agreement, such party shall be entitled (in addition to any other remedy that may be available to it) to: (A) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (B) an injunction restraining such breach or threatened breach; and (ii) no Person shall be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related Proceeding.

(j) Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Security Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Security Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of this Security Agreement, or any power, right, privilege or remedy under this Security Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(k) Counterparts. This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Security Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Security Agreement.

(l) Severability. In the event any one or more of the provisions contained in this Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any

way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

(m) Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Security Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Security Agreement.

(n) Termination or Release. This Security Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, at which time Lender shall execute and deliver to Grantor, at Grantor' expense, all Uniform Commercial Code termination statements and similar documents which Grantor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 8(n) shall be without recourse to or warranty by Lender.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Security Agreement as of the day and year first above written.

GRANTOR:

TRUESAMPLE HOLDINGS II LLC
By: Five Peaks Capital Management LLC,
its managing member

By:  _____

Name: *John Mascorda, Sr.*

Title: *Managing Member*

LENDER:

SURVEYMONKEY INC.

By: _____

Name: Timothy Maly

Title: SVP, Business Operations & Finance

IN WITNESS WHEREOF, Grantor has executed this Security Agreement as of the day and year first above written.

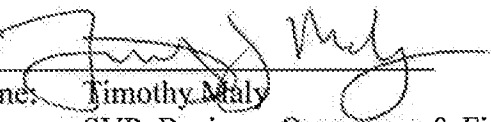
GRANTOR:

TRUESAMPLE HOLDINGS II LLC
By: Five Peaks Capital Management LLC,
its managing member

By: _____
Name:
Title:

LENDER:

SURVEYMONKEY INC.

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

FORM OF PERFECTION CERTIFICATE

Reference is made to (a) the Note, dated as of October 1, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Note**"), among Grantor and Lender. The undersigned, the Chief Financial Officer of Grantor, hereby certifies to Lender as follows:

1. Names. (a) The exact legal name of Grantor, as such name appears in its organizational documents, is as follows: TrueSample Holdings II LLC. No other names (including trade names or similar appellations) have been used by Grantor in connection with the conduct of its business or the ownership of its properties.

2. Set forth below is the Federal Taxpayer Identification Number of Grantor: 46-3746262.

3. Current Locations.

(a) The chief executive office of Grantor is located at the following address: 65 Locust Avenue, Suite 303, New Canaan, CT 06840.

(b) Set forth below are all locations where Grantor maintains any books or records relating to any Accounts (following the term of that certain Transition Services Agreement, dated of even date herewith, between Grantor and Lender (the "**Transition Services Agreement**"): 65 Locust Avenue, Suite 303, New Canaan, CT 06840.

(c) The jurisdiction of organization of Grantor is set forth below: Delaware.

(d) Set forth below are all the locations where Grantor maintains any Collateral not identified above (following the term of the Transition Services Agreement): 65 Locust Avenue, Suite 303, New Canaan, CT 06840.

(e) Set forth below are the names and addresses of all Persons other than Grantor that have possession of any of the Collateral: None.

4. Unusual Transactions. All Accounts have been originated by Grantor and all Inventory has been acquired by Grantor in the ordinary course of business.

5. UCC Filings. Financing statements have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction identified herein. All filing fees and taxes payable in connection with such filings have been or will be paid.

6. Equity Ownership. Set forth below is a true and correct list of all of the duly authorized, issued and outstanding stock, partnership interests, limited liability company membership interests or other equity securities held by Grantor and the record and beneficial owners of such stock, partnership interests, limited liability company membership interests or other equity interests. Also set forth is each equity investment of Grantor: None.

7. Debt Securities. Set forth below is a true and correct list of all instruments, including promissory notes and other evidence of indebtedness, held by Grantor, including all intercompany notes, guarantees and advances: None.

8. Intellectual Property. Attached hereto in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner and the registration number. Attached hereto in proper form for filing with the United States Copyright Office is a schedule setting forth all of Grantor's Copyrights and Copyright Licenses, including the name of the registered owner and the registration number.

9. Commercial Tort Claims. Set forth below is a true and correct list of Commercial Tort Claims held by Grantor, including a brief description thereof: None.

IN WITNESS WHEREOF, the undersigned has duly executed this Perfection Certificate on this 1st day of October, 2013.

TRUESAMPLE HOLDINGS II LLC
By: Five Peaks Capital Management LLC,
its managing member

By: _____
Name:
Title: Chief Financial Officer