

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
e-Rewards, Inc.		10/29/2013	CORPORATION:
Ipinion, Inc.		10/29/2013	CORPORATION:
e-Miles, Inc.		10/29/2013	CORPORATION:
Peanut Labs, Inc.		10/29/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Serial Number:	85616231	"BY-INVITATION-ONLY"
Serial Number:	85279789	ADIMENSION
Serial Number:	85604198	CHANGING LIVES ONE SURVEY AT A TIME
Serial Number:	85604109	CHANGING THE WORLD ONE SURVEY AT A TIME
Serial Number:	85605140	CLOUD COMMUNITIES
Serial Number:	77939885	CONVERSATION
Serial Number:	77845646	DAY AFTER
Serial Number:	77845617	DAY AFTER LISTENING
Serial Number:	77500936	DO YOUR RESEARCH - YOU'LL CHOOSE E-REWAR
Serial Number:	77204006	DYNAMIC PROFILE ENRICHMENT
Serial Number:	76000858	E
Serial Number:	77339598	E E-REWARDS MARKET RESEARCH

CH \$2065.00 85616231

Serial Number:	77332022	E E-REWARDS MEDICAL MARKET RESEARCH
Serial Number:	77336822	E E-REWARDS OPINION PANEL
Serial Number:	75898934	E-OFFER
Serial Number:	75090504	E-REWARDS
Serial Number:	77123790	E-REWARDS
Serial Number:	77204845	ERI
Serial Number:	85388153	ERI
Serial Number:	85388015	ERI E-REWARDS INC
Serial Number:	77204735	ERI MARKET RESEARCH
Serial Number:	77204307	ERI RESEARCH
Serial Number:	77830402	EVOLISTEN
Serial Number:	85619853	FLASH COMMUNITIES
Serial Number:	77462044	FRACTIONAL OWNERSHIP PANEL
Serial Number:	77150064	FRACTIONAL PANEL OWNERSHIP
Serial Number:	77316294	GIVE YOUR OPINION. GET COOL REWARDS.
Serial Number:	77582363	GLOBAL PANEL
Serial Number:	77204097	HYBRID INTERVIEWING
Serial Number:	77939974	MATTERMETER
Serial Number:	77373978	NATIONPULSE
Serial Number:	85293075	OMNIGIVE
Serial Number:	85882252	OMNIMOB
Serial Number:	78838607	OMNIPULSE
Serial Number:	85831070	ONDIMENSION
Serial Number:	77374352	ONLINE OBSERVATIONS
Serial Number:	77460729	OPINION POINTS
Serial Number:	77166037	PANEL PLUS +
Serial Number:	77587520	PANELIST DNA
Serial Number:	77146600	QUALITY ONLINE PANELS. PROVEN RESULTS.
Serial Number:	85136899	R N
Serial Number:	85136896	RESEARCH NOW
Serial Number:	85627142	RESEARCH NOW MOBILE
Serial Number:	85603716	RESEARCH ROCKET
Serial Number:	76028093	REWARDING BUSINESS RELATIONSHIPS
Serial Number:	85602364	RIVERSELECT
Serial Number:	85136906	R N RESEARCH NOW

	77146103	SAMPLE PLUS+
Serial Number:	85387915	SAMPLENOW
Serial Number:	85603638	SAMPLIFY
Serial Number:	85249799	SHAPE THE WORLD AROUND YOU
Serial Number:	77325496	STRATEGIC INTELLIGENCE GROUP
Serial Number:	85604266	SURVEYS THAT CHANGE LIVES
Serial Number:	85594536	SYNDICATED INSIGHTS
Serial Number:	85604326	THE MOBILE CHANNEL
Serial Number:	77174814	U.TALK.BACK
Serial Number:	77316275	U.TALK.BACK OPINION PANEL
Serial Number:	77498312	UNCLEARDATAITIS
Serial Number:	77588110	VERACITY360
Serial Number:	86088760	RELEVANT MOVEMENT
Serial Number:	85305588	IIII IPINION
Serial Number:	85305604	IIII IPINION
Serial Number:	85493683	CROWDVI.BE
Serial Number:	85493653	CROWDVIBE
Serial Number:	85282269	PEANUT LABS
Serial Number:	76688052	PEANUT LABS
Serial Number:	76687971	SAMPLE3.0
Serial Number:	85248446	SURVEYTOOL.COM
Serial Number:	77599164	ADGATEWAY
Serial Number:	78814766	ATTENTION REWARDS
Serial Number:	75090503	E-MILES
Serial Number:	85267185	E-MILES
Serial Number:	85453289	E-MILES DELIVERS RESULTS THAT BOTH A CMO
Serial Number:	85267469	E-MILES IT'S ABOUT TIME
Serial Number:	85435446	E-MILES MOBILE
Serial Number:	77396245	ENGAGEMENT REWARDS
Serial Number:	85926735	LOYALTY FUNDRAISING
Serial Number:	75155005	MILES FOR MINUTES
Serial Number:	78885021	MILES FOR YOUR TIME
Serial Number:	85926816	REWARDED DONORS ARE LOYAL DONORS
Serial Number:	85423613	TURN YOUR ONE WAY COMMUNICATION INTO A T
Serial Number:	78954435	YOUR TIME HAS NEVER BEEN MORE REWARDING

TRADEMARK

REEL: 005145 FRAME: 0879

Fax Number: 2123108007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2123108000
 Email: brian.lee@weil.com
 Correspondent Name: Tom Hashagen
 Address Line 1: Weil, Gotshal & Manges LLP
 Address Line 2: 767 Fifth Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	64058.0185/TOM HASHAGEN
NAME OF SUBMITTER:	TOM HASHAGEN
Signature:	/TOM HASHAGEN/
Date:	11/04/2013

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 29, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, reference is made to that certain Credit and Guaranty Agreement dated as of October 29, 2013 (as amended, restated, supplemented or modified from time to time, the “**Credit Agreement**”) by and among Grantors, the financial institutions from time to time party thereto, and Collateral Agent; and

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of October 29, 2013 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined or stated herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and

proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (i) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or (ii) any Excluded Assets. Each Grantor hereby represents and warrants that Schedule A does not contain any Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination

Upon the payment in full of all Obligations, the cancellation or termination of the Commitments and the cancellation, expiration, posting of backstop letters of credit or Cash Collateralization of all outstanding Letters of Credit satisfactory to the Issuing Bank of such Letters of Credit, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to the Grantors. Upon any such termination the Collateral Agent shall, at the Grantors’ expense, execute and deliver to the Grantors or otherwise authorize the filing of such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

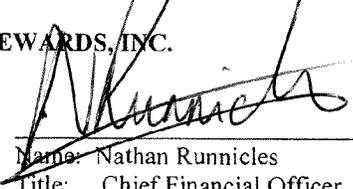
SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

E-REWARDS, INC.

By: 

Name: Nathan Runnicles

Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 005145 FRAME: 0884

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IPINION, INC.

By: _____

Name: Nathan Runnicles

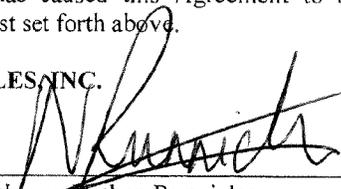
Title: President

Trademark Security Agreement

TRADEMARK
REEL: 005145 FRAME: 0885

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

E-MILES, INC.

By: 

Name: Nathan Runnicles

Title: Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 005145 FRAME: 0886

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PEANUT LABS, INC.

By: _____

Name: Nathan Runnicles

Title: Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 005145 FRAME: 0887

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 

Name: Andrew Cook

Title: VP

Trademark Security Agreement

TRADEMARK
REEL: 005145 FRAME: 0888

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

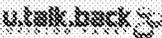
E-Miles, Inc.

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
ADGATEWAY	77599164	23-Oct-2008	3729684	22-Dec-2009	E-Miles, Inc.
ATTENTION REWARDS	78814766	14-Feb-2006	3862168	12-Oct-2010	E-Miles, Inc.
E-MILES	75090503	18-Apr-1996	2204246	17-Nov-1998	E-Miles, Inc.
E-MILES	85267185	15-Mar-2011	4066316	06-Dec-2011	E-Miles, Inc.
					
E-MILES DELIVERS RESULTS THAT BOTH A CMO AND A CFO WILL LOVE	85453289	21-Oct-2011	4142772	15-May-2012	E-Miles, Inc.
E-MILES IT'S ABOUT TIME 	85267469	15-Mar-2011	4066321	06-Dec-2011	E-Miles, Inc.
E-MILES MOBILE	85435446	29-Sep-2011	4396779	03-Sep-2013	E-Miles, Inc.
ENGAGEMENT REWARDS	77396245	13-Feb-2008	3578225	17-Feb-2009	E-Miles, Inc.
LOYALTY FUNDRAISING	85926735	08-May-2013			E-Miles, Inc.
MILES FOR MINUTES	75155005	23-Aug-1996	2946287	03-May-2005	E-Miles, Inc.
MILES FOR YOUR TIME	78885021	16-May-2006	3433211	20-May-2008	E-Miles, Inc.
REWARDED DONORS ARE LOYAL DONORS	85926816	08-May-2013			E-Miles, Inc.
TURN YOUR ONE WAY COMMUNICATION INTO A TWO WAY CONVERSATION	85423613	15-Sep-2011	4199978	28-Aug-2012	E-Miles, Inc.
YOUR TIME HAS NEVER BEEN MORE REWARDING	78954435	17-Aug-2006	3482519	05-Aug-2008	E-Miles, Inc.

E-Rewards, Inc.

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
"BY-INVITATION-ONLY"	85616231	03-May-2012	4246048	20-Nov-2012	E-Rewards, Inc.
ADIMENSION	85279789	29-Mar-2011	4061609	22-Nov-2011	E-Rewards, Inc.
CHANGING LIVES ONE SURVEY AT A TIME	85604198	20-Apr-2012			e-Rewards, Inc.
CHANGING THE WORLD ONE SURVEY AT A TIME	85604109	20-Apr-2012			e-Rewards, Inc.
CLOUD COMMUNITIES 	85605140	23-Apr-2012			e-Rewards, Inc.
CONVERSION 	77939885	19-Feb-2010	4198911	28-Aug-2012	E-Rewards, Inc.
DAY AFTER	77845646	09-Oct-2009	4091444	24-Jan-2012	E-Rewards, Inc.
DAY AFTER LISTENING	77845617	09-Oct-2009			e-Rewards, Inc.
DO YOUR RESEARCH - YOU'LL CHOOSE E-REWARDS.	77500936	17-Jun-2008	3546851	16-Dec-2008	E-Rewards, Inc.
DYNAMIC PROFILE ENRICHMENT	77204006	12-Jun-2007	3381026	12-Feb-2008	E-Rewards, Inc.
 E	76000858	15-Mar-2000	2516570	11-Dec-2001	E-Rewards, Inc.
E E-REWARDS MARKET RESEARCH 	77339598	29-Nov-2007	3462045	08-Jul-2008	E-Rewards, Inc.
E E-REWARDS MEDICAL MARKET RESEARCH 	77332022	16-Nov-2007	3461944	08-Jul-2008	E-Rewards, Inc.
E E-REWARDS OPINION PANEL 	77336822	26-Nov-2007	3462006	08-Jul-2008	E-Rewards, Inc.

E-OFFER	75898934	19-Jan-2000	2587205	02-Jul-2002	E-Rewards, Inc.
E-REWARDS	75090504	18-Apr-1996	2368959	18-Jul-2000	E-Rewards, Inc.
E-REWARDS e-Rewards	77123790	06-Mar-2007	3343127	27-Nov-2007	E-Rewards, Inc.
ERI	77204845	13-Jun-2007	3477697	29-Jul-2008	E-Rewards, Inc.
 ERI	85388153	03-Aug-2011	4215221	25-Sep-2012	E-Rewards, Inc.
ERI E-REWARDS  INC	85388015	03-Aug-2011	4207481	11-Sep-2012	E-Rewards, Inc.
ERI MARKET RESEARCH	77204735	13-Jun-2007	3669917	18-Aug-2009	E-Rewards, Inc.
ERI RESEARCH	77204307	12-Jun-2007	3667204	11-Aug-2009	E-Rewards, Inc.
EVOLISTEN	77830402	19-Sep-2009	3901619	04-Jan-2011	E-Rewards, Inc.
FLASH COMMUNITIES 	85619853	08-May-2012			e-Rewards, Inc.
FRACTIONAL OWNERSHIP PANEL	77462044	30-Apr-2008	3510306	30-Sep-2008	E-Rewards, Inc.
FRACTIONAL PANEL OWNERSHIP	77150064	05-Apr-2007	3403806	25-Mar-2008	E-Rewards, Inc.
GIVE YOUR OPINION. GET COOL REWARDS.	77316294	29-Oct-2007	3599500	31-Mar-2009	E-Rewards, Inc.
GLOBAL PANEL	77582363	30-Sep-2008	3678058	01-Sep-2009	E-Rewards, Inc.
HYBRID INTERVIEWING	77204097	12-Jun-2007	3725976	15-Dec-2009	E-Rewards, Inc.
MATTERMETER 	77939974	19-Feb-2010			E-Rewards, Inc.
NATIONPULSE	77373978	17-Jan-2008	3609852	21-Apr-2009	E-Rewards, Inc.
OMNIGIVE	85293075	12-Apr-2011	4140216	08-May-2012	E-Rewards, Inc.
OMNIMOB	85882252	21-Mar-2013			e-Rewards, Inc.
OMNIPULSE	78838607	16-Mar-2006	3336960	13-Nov-2007	E-Rewards, Inc.
ONDIMENSION	85831070	24-Jan-2013			e-Rewards, Inc.

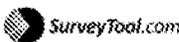
ONLINE OBSERVATIONS	77374352	17-Jan-2008	4115154	20-Mar-2012	E-Rewards, Inc.
OPINION POINTS	77460729	29-Apr-2008	3510305	30-Sep-2008	E-Rewards, Inc.
PANEL PLUS +	77166037	26-Apr-2007	3669869	18-Aug-2009	E-Rewards, Inc.
PANELIST DNA	77587520	07-Oct-2008	3693940	06-Oct-2009	E-Rewards, Inc.
QUALITY ONLINE PANELS. PROVEN RESULTS.	77146600	02-Apr-2007	3355661	18-Dec-2007	E-Rewards, Inc.
 RN	85136899	23-Sep-2010	4025123	13-Sep-2011	E-Rewards, Inc.
RESEARCH NOW	85136896	23-Sep-2010	4025122	13-Sep-2011	E-Rewards, Inc.
RESEARCH NOW MOBILE	85627142	16-May-2012			e-Rewards, Inc.
RESEARCH ROCKET	85603716	20-Apr-2012			e-Rewards, Inc.
REWARDING BUSINESS RELATIONSHIPS	76028093	17-Apr-2000	2646545	05-Nov-2002	E-Rewards, Inc.
RIVERSELECT	85602364	19-Apr-2012	4359074	25-Jun-2013	e-Rewards, Inc.
 RN RESEARCH NOW	85136906	23-Sep-2010	4025124	13-Sep-2011	E-Rewards, Inc.
SAMPLE PLUS+	77146103	02-Apr-2007	3667158	11-Aug-2009	E-Rewards, Inc.
SAMPLENOW	85387915	03-Aug-2011	4159164	12-Jun-2012	E-Rewards, Inc.
SAMPLIFY	85603638	20-Apr-2012			e-Rewards, Inc.
SHAPE THE WORLD AROUND YOU	85249799	23-Feb-2011	4324896	23-Apr-2013	E-Rewards, Inc.
STRATEGIC INTELLIGENCE GROUP	77325496	09-Nov-2007	3461626	08-Jul-2008	E-Rewards, Inc.
SURVEYS THAT CHANGE LIVES	85604266	20-Apr-2012			e-Rewards, Inc.
SYNDICATED INSIGHTS	85594536	11-Apr-2012			E-Rewards, Inc.
THE MOBILE CHANNEL	85604326	20-Apr-2012			e-Rewards, Inc.
U.TALK.BACK	77174814	07-May-2007	3477619	29-Jul-2008	E-Rewards, Inc.
 U.TALK.BACK OPINION PANEL	77316275	29-Oct-2007	3599499	31-Mar-2009	E-Rewards, Inc.

UNCLEARDATAITIS	77498312	13-Jun-2008	3634110	09-Jun-2009	E-Rewards, Inc.
VERACITY360 	77588110	08-Oct-2008	3693941	06-Oct-2009	E-Rewards, Inc.
RELEVANT MOVEMENT	86088760	10-Oct-2013			E-Rewards, Inc.

iPinion, Inc.

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
III IPINION 	85305588	27-Apr-2011	4177888	24-Jul-2012	IPINION Inc.
III IPINION 	85305604	27-Apr-2011	4117521	27-Mar-2012	IPINION INC.

Peanut Labs, Inc.

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
CROWDVI.BE	85493683	13-Dec-2011	4403969	17-Sep-2013	Peanut Labs, Inc.
CROWDVIBE	85493653	13-Dec-2011			Peanut Labs, Inc.
PEANUT LABS	85282269	31-Mar-2011	4028940	20-Sep-2011	Peanut Labs, Inc.
PEANUT LABS 	76688052	24-Mar-2008	3526183	04-Nov-2008	Peanut Labs, Inc.
SAMPLE3.0	76687971	21-Mar-2008	3526180	04-Nov-2008	Peanut Labs, Inc.
SURVEYTOOL.COM 	85248446	22-Feb-2011	4127756	17-Apr-2012	Peanut Labs, Inc.