

03-28-2001

Docket No.:

167904

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101651368

To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Yankelovich Partners, Inc.

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **February 13, 2001**

2. Name and address of receiving party(ies):

Name: **Harris Interactive Inc.**

Internal Address:

Street Address: **135 Corporate Woods**

City: **Rochester** State: **NY** ZIP: **14623**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State **Delaware**

Other

If assignee is not domiciled in the United States, a domestic designation is Yes No

(Designations must be a separate document from

Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,361,504

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Neal L. Slifkin, Esq.**

Internal Address: **The Granite Building**

Street Address: **130 East Main Street**

City: **Rochester** State: **NY** ZIP: **14604**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

08-0865

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Neal L. Slifkin

3/5/01

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

5

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of February 13, 2001 ("Assignment") by Yankelovich Partners Inc., a Delaware corporation ("Assignor"), in favor of Harris Interactive Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of February 13, 2001 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, the Scheduled Intellectual Property (as such term is defined in the Agreement), including, without limitation the registered trademarks and trademark applications set forth on Attachment A hereto (the "Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignor in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, including all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under the International Conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

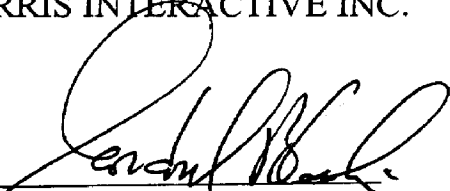
YANKELOVICH PARTNERS INC.

By: 
Name: John S. Struck
Title: Chairman of the Board

Acknowledged and Accepted:

ASSIGNEE:

HARRIS INTERACTIVE INC.


By: 
Name: Gordon S. Black
Title: Chairman and CEO

(313738; NY 5A)

STATE OF New York)
) SS.
COUNTY OF New York City)

I, a notary public, in and for the county and state aforesaid, do hereby certify that John S. Stavek personally known to me to be the Chairman of the Board of [Yankelovich Partners, Inc], a Delaware corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13th day of February, 2001.


JOSETTE S. FROHMAN
Notary Public, State of New York
Notary Public No. 017R602S715
Qualified in Kings County
Commission Expires Aug. 30, 2001

My commission expires: Aug 30, 2001