

12-05-2001



FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101907112

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ADRELEVANCE, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: WASHINGTON

Other:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: October 25, 2001

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

Name: NETRATINGS, INC.
Address: 809 HILLVIEW COURT
City: MILPITAS State: CA Zip: 95035

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

75/643,158

B. Trademark Registration No.(s)

2,462,859

Additional numbers attached? Yes No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

6 Total number of applications and registrations involved: 2

7. Total fee (37 CFR 1.41) \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

December 4, 2001
Date

Total number of pages comprising cover sheet: [7]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

12/05/2001 DBYRME 00000108 75643158

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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2100247-920200

TRADEMARK
REEL: 002402 FRAME: 0459

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 25, 2001 by and between NetRatings, Inc. ("Lender ") and AdRelevance, Inc., a Washington corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor and the other parties named therein dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement", capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

12/03/2001 14:02 FAX
DEC 03 2001 3:05 PM FR BROBECK PHLEGER
Dec-03-01 01:20pm From-

GRAY CARY #5

TO 7704#031003#0027 007/007
T-428 P.002/007 P-112

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ADRELEVANCE, INC.

Address of Grantor:

21 Astor Place, 6th Floor
New York, NY 10003

Attn: Alan Shapiro

By: 

Name: ALAN SHAPIRO

Title: VP

LENDER:

NETRATINGS, INC.

Address of Lender:

809 Hillview Court
Milpitas, CA 95035

Attn: Jason Gray, General Counsel

By: _____

Name: _____

Title: _____

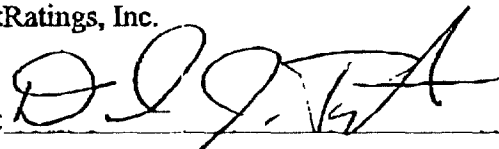
Signature Page to the Intellectual Property Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

Attn: _____

GRANTOR:
NetRatings, Inc.

By: 
Its: _____

Address of Secured Party:

Attn: _____

SECURED PARTY:
AdRelevance, Inc.

By: _____
Its: _____

Signature Page to the Intellectual Property Security Agreement

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---|--------------------------------|------------------------------|
| | | |
| <u>Software Applications:</u> | | |
| None. | | |
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| | | |
| <u>Databases:</u> | | |
| AdRelevance Classified Banner Ad Database | | |
| AdRelevance Traffic Data Impressions Database | | |
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EXHIBIT B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| System and Method for Estimating Prevalence of Dynamic Content on the World-Wide-Web | 60/175,665 | January 12, 2000 |
| System and Method for Estimating Prevalence Content on the World-Wide-Web | 60/231,195 | September 7, 2000 |

EXHIBIT C

Trademarks

| <u>MARK</u> | <u>Application No./ Serial No.</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--------------------|---|--------------------------------|---------------------------------|
| AD ALERT | 75/928,673 | 2,462,859 | 6/19/01 |
| ADCENSUS* | 75/902,566 | | |
| ADCONTACT* | 76/174,818 | | |
| ADRELEVANCE | 75/643,158 | N/A | |
| AR & DESIGN* | 75/643,159 | | |
| CLOUDPROBER* | 76/174,802 | | |

* Mark Abandoned