

Form PTO-1594  
(Rev. 10/02)

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇩ ⇨

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

1. Name of conveying party(ies):

DoubleClick Inc.

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

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

3. Nature of conveyance:

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

Execution Date: May 6, 2002

2. Name and address of receiving party(ies)

Name: NetRatings, Inc.

Internal  
Address: Suite 300

Street Address: 890 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 registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2196315;  
2448663; 2535713

Additional number(s) attached  Yes  No

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

Name: Todd Braverman, Esq.

Internal Address: Bryan Cave LLP

Street Address: 1290 Avenue of the Americas

City: New York State: NY Zip: 10104

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4467

**DO NOT USE THIS SPACE**

9. Signature.

Todd Braverman

Name of Person Signing

Todd Braverman

Signature

3/25/04

Date

Total number of pages including cover sheet, attachments, and document:  

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$90.00 024467 2196315

## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** ("Assignment") is made and entered into as of May 6, 2002 by DoubleClick Inc., a Delaware corporation ("Seller"), and NetRatings, Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"), pursuant to which Seller has agreed to transfer to Buyer and Buyer has agreed to accept and assume from Seller all rights, titles and interests in and to, among other things, portions of Seller's Intellectual Property (as defined in the Asset Purchase Agreement; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), as described and/or identified on Exhibit B to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


1. Assignment. Seller hereby assigns, transfers and conveys to Buyer, and Buyer accepts, all of Seller's right, title and interest throughout the world in and to all the Intellectual Property.
2. Protection. Seller further assign all rights, and empower Buyer, its successors, assigns and nominees, with respect to the Intellectual Property, to make applications for patent, trademark, copyright or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable rights of priority in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Buyer.
3. Further Assurances. Seller further agrees that it will use commercially reasonable efforts to: (i) cooperate with Buyer in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registration applications with respect to the Intellectual Property; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (iii) perform such other acts as Buyer lawfully may request, to facilitate Buyer's right to obtain, protect, maintain, defend or enforce any of the rights granted hereunder. In the event that Buyer is unable, after using reasonable efforts, to secure Seller's signature to any document when so required to effectuate fully this Assignment, Seller hereby irrevocably designates and appoints Buyer and Buyer's duly authorized officers and agents as and Seller's agents and attorneys in fact to act for and on their behalf and instead of them, for the sole purpose of execution and filing any such document and to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under the Intellectual Property with the same legal force and effect as if executed by Seller.
4. Miscellaneous. The waiver by either party of any breach of this Assignment or any right hereunder shall not constitute a waiver of any subsequent breach of this Assignment; nor shall any delay by either party to exercise any right under this Assignment operate as a waiver of any such right. If any provision of this Assignment shall be adjudged by any court of

competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Assignment. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California without regard to conflicts of laws provisions thereof. This Assignment shall be binding on the parties' respective heirs, successors and assigns.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Assignment of Intellectual Property has been duly executed and delivered by the duly authorized officers of Seller and Buyer as of the date above first written.

**DOUBLECLICK INC.**

By:   
Name: Jonathan Shapiro  
Title: Chief Strategy Officer

**NETRATINGS, INC.**

By:   
Name: Todd Sloan  
Title: CFO

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Jonathan Shapiro, known to me to be the Chief Strategy Officer of DoubleClick Inc., and Todd Sloan, known to me to be the Chief Financial Officer of NetRatings, Inc., each appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 3rd day of May, 2002.

Elizabeth Wang  
Notary Public

ELIZABETH H. WANG  
NOTARY PUBLIC, State of New York  
No. 02WA6047254  
Qualified in New York County  
Commission Expires August 28, 2002

**[NOTARY PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]**

### 3. Trademark Applications and Registrations

<u>Mark</u>	<u>Number</u>	<u>Services</u>	<u>Status</u>
GUTENBERG ADVERTISING SYSTEM <sup>1</sup>	Reg. # 2448663	Business management services, namely, providing global computer network business marketing consulting services, market research and media planning information services in the nature of demographic information to individuals and companies in the business of disseminating advertisement to or for others via on-line electronic global communications network.	Registered
KEPLER E-BUSINESS SYSTEM <sup>1</sup>	Serial # 75/945006	Business management services, namely, providing global computer network business marketing consulting services, market research and media planning information services to individuals and companies in the business of disseminating advertisements to or for others via an online electronic global communications network.	Office action with suspension inquiry mailed to James Rosini at Kenyon & Kenyon on April 4, 2002
@PLAN RFP NETWORK <sup>1</sup>	Reg. # 2535713	Online computer services in the nature of providing a web site for creating requests for proposals for online advertising and allowing review and response to the proposals by means of the Internet.	Registered
DARWIN SYSTEM <sup>1</sup>	Serial # 78/003942	Business management services, namely, providing market research for businesses via the global telecommunications network.	Abandoned - No Statement of Use Filed - August 28, 2001
DARWIN E-RETAIL SYSTEM <sup>1</sup>	Serial # 78/007885	Business management services, namely, providing market research for businesses via the global telecommunications network	Abandoned - No Statement of Use Filed - September 7, 2001.
@PLAN. <sup>1</sup>	Reg. # 2196315	Business management services, namely, providing global computer network business marketing consulting services, market research and media planning information services to individuals and companies in the business of disseminating advertisements to or for others via an on-line electronic global communications network.	Registered
DARWIN E-TAIL SYSTEM	Serial # 78/003944	Business management services, namely, providing market research for businesses via the global telecommunications network.	Abandoned May 19, 2001
@PLAN ONLINE POLL	n/a	n/a	Application prepared but not filed.
ERANKER	n/a	n/a	Application prepared but not filed
ETAILGRAPHIC	n/a	n/a	Application prepared but not filed

<sup>1</sup> Mark was assigned to Doubleclick through the recordation of Assignment Documents with the United States Patent & Trademark Office ("PTO"). The PTO accepted the recordation documents and entered the assignments into their database.