

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Partnership Agreement, Recognizing Ownership and Sale to BPI Communications, Inc.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Broadcast Data Systems Limited Partnership		08/14/1998	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	BPI Communications, Inc.
Street Address:	1515 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2233817	PREFERRED DATA BDS BROADCAST DATA SYSTEMS
Registration Number:	2236600	BROADCAST DATA SYSTEMS/PREFERRED DATA

CORRESPONDENCE DATA

Fax Number: (312)474-0448
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: janderfuren@marshallip.com
 Correspondent Name: Marshall, Gerstein & Borun LLP
 Address Line 1: 6300 Sears Tower, 233 S. Wacker Drive
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	30173/601US
NAME OF SUBMITTER:	Jill Anderfuren

Total Attachments: 3
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TERMINATION OF BROADCAST DATA SYSTEMS
LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT,
SALE OPTION AGREEMENT AND GUARANTY AGREEMENT.
ACCORD AND SATISFACTION

This Agreement is entered into as of August 14, 1998, by and among BPI Communications, Inc., a Delaware corporation (hereinafter, "BPICLP"); the Verbena Fund, an irrevocable trust created under the laws of the state of Missouri ("Verbena Fund"); H.B. Oppenheimer & Company Incorporated, a Missouri corporation ("HBOC") and HBOC Investment Limited Partnership, a Missouri corporation (HBOC LP). This Agreement terminates the Limited Partnership Agreement of Broadcast Data Systems Limited Partnership (the "Partnership"), dated as of August 11, 1988, as amended (the "Partnership Agreement"), the Sale Option Agreement dated as of August 11, 1988, as amended (the "Sale Option Agreement") and the Guaranty Agreement dated as of August 11, 1998, as amended (the "Guaranty Agreement").

Whereas, BPICLP, as the surviving company to a merger with Information Recognition Systems, Inc., and as successor in interest to BPI Communications, L.P., a Delaware limited partnership, is the sole General Partner and sole Class B Partner of the Partnership, and the Verbena Fund is the sole Class A Limited Partner of the Partnership; and collectively they are the sole Partners of the Partnership; and

Whereas, the Verbena Fund, HBOC as successor in interest to HBOC Partnership, a prior Class A Limited Partner of the Partnership, have certain rights to a portion of any additional Partnership Units issued by the Partnership in the event certain Cash Flow Benchmarks are achieved, all as set forth in Section 3.2(a)(ii)(C) of the Partnership Agreement; and

Whereas BPICLP desires to purchase and the Verbena Fund desires to sell all of the Verbena Fund's rights and interest in the Partnership and under the Partnership Agreement, Sale Option Agreement and Guaranty Agreement, including but not limited to the Verbena Fund's Class A Limited Partnership interest; and

Whereas BPICLP desires to purchase and HBOC desires to sell all of the HBOC's rights and interest in the Partnership and under the Partnership Agreement, Sale Option Agreement and Guaranty Agreement, including but not limited to HBOC's rights to a portion of any additional Partnership Units issued by the Partnership in the event certain Cash Flow Benchmarks are achieved, all as set forth in Section 3.2(a)(ii)(C) of the Partnership Agreement;

Whereas the parties desire to terminate the Partnership Agreement, the Sale Option Agreement and the Guaranty Agreement, and to recognize the purchase and sale set forth herein as an accord and satisfaction of all obligations of purchase and sale therein.

Now Therefore, in consideration of the foregoing, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase of the Verbena Funds Partnership Interest and Other Rights. BPICLP hereby buys from the Verbena Fund and the Verbena Fund hereby sells to BPICLP all of the Verbena Fund's rights and interest in the Partnership and under the Partnership Agreement, Sale Option Agreement and Guaranty Agreement, including but not limited to all of the Verbena Fund's Class A Limited Partnership interest in the Partnership.

2. Purchase of HBOC and HBOC LP Rights Under The Partnership Agreement and Other Rights. BPICLP hereby buys from HBOC and HBOC LP and HBOC and HBOC LP hereby sells to BPICLP all of HBOC's and HBOC LP's rights and interest in the Partnership and under the Partnership Agreement, Sale Option Agreement and Guaranty Agreement, including but not limited to all of HBOC's and HBOC LP's rights to a portion of any additional Partnership Units issued by the Partnership in the event certain Cash Flow Benchmarks are achieved, all as set forth in Section 3.2(a)(ii)(C) of the Partnership Agreement.

3. Payment. BPICLP hereby pays a total of \$ *Redacted* to HBOC, HBOC LP and the Verbena Fund, by wire transfer, into accounts previously identified by HBOC and the Verbena Fund as follows:

(i) to the Verbena Fund \$ *Redacted*

c/o The Chase Private Bank
 Michael S. Nutter
 Senior Vice President and Trust Officer
 Personal Trust Group
 5949 Sherry Lane, Suite 1300
 Dallas, Texas 75225
 (214) 361-3710

(ii) to HBOC \$1 *Redacted*

c/o HBOC-LP
 H.B. Oppenheimer General Partner
 172 NW Oldham Parkway
 Lee's Summit, MO 64081-1501

(iii) to HBOC LP \$ *Redacted*

c/o H.B. Oppenheimer General Partner
 172 NW Oldham Parkway
 Lee's Summit, MO 64081-1501

4. Release. HBOC, HBOC LP and the Verbena Funds each hereby release and forever discharge BPICLP and VNU and their successors and assign from all of their obligations and liabilities under the Partnership Agreement, the Sale Option Agreement and the Guaranty Agreement and related documents.

5. Termination of the Agreements. As of the date hereof, the Partnership Agreement, the Sale Option Agreement and the Guaranty Agreement are hereby terminated and of no further force and effect.

6. Miscellaneous. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such State. This Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and may not be amended except in writing, signed by all of the parties hereto. The Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year above written.

GENERAL PARTNER

BPI Communications, Inc.

By: *Ronald Smith*

CLASS B LIMITED PARTNERS

BPI Communications, Inc.

By: *Ronald Smith*

GUARANTOR

VNU USA, INC.

By: *Ronald Smith*

CLASS A LIMITED PARTNER

The Verbena Fund

By: The Chase Private Bank, Trustee

By: _____

WITHDRAWN LIMITED PARTNER (with continuing rights under Section 3.2(a)(1)(C))

H.B. Oppenheimer & Company Incorporated

By: *[Signature]*

HBOC Investment Limited Partnership

By: H.B. Oppenheimer & Company Incorporated

By: *[Signature]*