

06-24-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REC



102776681

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

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

1. Name of conveying party(ies): 6.22.04 Interactive Market Systems, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State - New York [ ] Other

2. Name and address of receiving party(ies) Name: ARBITRON INC. Internal Address: Street Address: 9705 Patuxent Woods Drive City: Columbia State: MD Zip: 21046 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] 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

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 03/11/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78267852 (PrintPlus) 78267854 (Marketing Resources Plus) 78267835 (MRP) Additional number(s) attached [ ] Yes [ ] No

B. Trademark Registration No.(s) 2,081,184 (SmartPlus) Additional number(s) attached [ ] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: MICHELLE N. LEVISTER Internal Address: Street Address: 9705 Patuxent Woods Drive City: Columbia State: MD Zip: 21046

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 160.00 [ ] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 012225 (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. Dolores L. Cody Executive VP & Chief Legal Officer Signature Date 6-11-04

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

06/23/2004 MGETACHE 00000186 012225 78267852

01 FC:8521 40.00 DA 02 FC:8522 75.00 DA

TRADEMARK REEL: 002998 FRAME: 0741

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made and entered into as of March 11, 2004, by and among Interactive Market Systems, Inc., a New York corporation ("Assignor"), and Arbitron Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor, VNU, Inc., a New York corporation, and Assignee are parties to an Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Assignee is purchasing the Purchased Assets of Assignor, including, but not limited to, the trademark, trademark applications and the domain name of the MRP Business listed on Schedule A annexed hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Trademarks to Assignee, and Assignee has agreed to accept the transfer by Assignor of its right, title and interest in and to the Trademarks, together with the goodwill of the MRP Business associated with the Trademarks;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effective as of the date hereof (the "Effective Time"), Assignor hereby assigns, sells, transfers and sets over to Assignee all of Assignor's right, title and interest in, to and under the Trademarks listed on Schedule A annexed hereto and incorporated herein by reference, the goodwill of the MRP Business associated with the Trademarks and all rights to sue for infringement of any Trademarks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other foreign jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor covenants and agrees to, at the request and expense of Assignee, execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee title to the Trademarks.

3. Assignee covenants and agrees to file this Assignment with the United States Patent and Trademark Office (the "PTO"), at Assignee's expense, in accordance with the procedures required by the PTO, and to take such other action as may be required by the PTO to more effectively establish Assignee as owner of or applicant for the Trademarks (other than the domain name), as the case may be.

4. The terms of the Purchase Agreement, including but not limited to Assignor's and Assignee's representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions concerning conflicts or choice of laws.

[end of text]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first set forth above.

INTERACTIVE MARKET SYSTEMS, INC.

By:  \_\_\_\_\_

Name: Glen Markowski

Title: Treasurer

ARBITRON INC.

By: \_\_\_\_\_

Name:

Title:

State of New York )  
 ) ss.:  
County of New York )

On this 11<sup>th</sup> day of March, 2004, before me personally appeared Glen Markowski,  
Treasurer of Interactive Market Systems, Inc., who is personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument and  
who acknowledged to me that he executed the same in his authorized capacity and that by his signature on the  
instrument of the person, he, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.



Notary Public

**MARK BORINO**  
**Notary Public, State of New York**  
**No. 01BO6059946**  
**Qualified in Kings County**  
**Commission Expires June 11, 20 07**

State of \_\_\_\_\_ )  
 ) ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me personally appeared \_\_\_\_\_,  
\_\_\_\_\_ of Arbitron Inc., who is personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within written instrument and who  
acknowledged to me that he executed the same in his authorized capacity and that by his signature on the  
instrument, he, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.


\_\_\_\_\_  
Notary Public

**IN WITNESS WHEREOF**, the parties have executed and delivered this Assignment as of the date first set forth above.

INTERACTIVE MARKET SYSTEMS, INC.

By: \_\_\_\_\_  
Name:  
Title:

ARBITRON INC.

By:   
Name: *Owen Charlebois*  
Title: *President, U.S. Media Services*

## SCHEDULE A

### Trademark Registrations and Applications:

1. **SMARTPLUS — United States Patent and Trademark Office Registration Number 2,081,184, registered July 22, 1997.**
2. **PRINTPLUS — United States Patent and Trademark Office Application Serial Number 78267852, application filed on June 27, 2003.**
3. **MARKETING RESOURCES PLUS — United States Patent and Trademark Office Application Serial Number 78267854, application filed on June 27, 2003.**
4. **MRP — United States Patent and Trademark Office Application Serial Number 78267835, application filed on June 27, 2003.**

### Domain Name:

mrp.com