

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor Nelson Sofres PLC		06/20/2005	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Societe D'Etudes De La Consommation, Distribution et Publicite		
Street Address:	2, rue Francis Pedron		
City:	Chambourcy		
State/Country:	FRANCE		
Postal Code:	78240		
Entity Type:	Societe Anonyme: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2929999	TNS MEDIA INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	(212)415-8701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 415-8700		
Email:	ptotmcommunications@morganfinnegan.com		
Correspondent Name:	Morgan & Finnegan, LLP		
Address Line 1:	3 World Financial Center		
Address Line 4:	New York, NEW YORK 10281-2101		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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TRADEMARK

NAME OF SUBMITTER:	Maren C. Perry
Signature:	/mcp/
Date:	07/12/2005
Total Attachments: 7 source=TNSMEDIAINTELLIGENCElicence#page1.tif source=TNSMEDIAINTELLIGENCElicence#page2.tif source=TNSMEDIAINTELLIGENCElicence#page3.tif source=TNSMEDIAINTELLIGENCElicence#page4.tif source=TNSMEDIAINTELLIGENCElicence#page5.tif source=TNSMEDIAINTELLIGENCElicence#page6.tif source=TNSMEDIAINTELLIGENCElicence#page7.tif	

TRADE MARK LICENCE AGREEMENT

Date: June 20th, 2005

Parties:

- 1) The Proprietor being Taylor Nelson Sofres Plc of Westgate, London W5 1UA
- 2) The Licensee being Societe D'Etudes De La Consommation, Distribution et Publicite - Secodip SOCIETE ANONYME FRANCE 2, rue Francis Pedron 78240 Chambourcy FRANCE

Recitals:

- (A) The Proprietor is the proprietor of certain registered trade marks as detailed in Schedule 1 to this Agreement.
- (B) The Licensee wishes to use such registered trade marks in relation to certain goods and/or services as detailed in Schedule 2 to this Agreement.
- (C) The parties now wish to enter into this agreement in respect of the Licensee's use of such registered trade marks, subject to the terms and conditions set out in this Agreement.

1 Definitions

- 1.1 In this Agreement except where the context otherwise requires the following words and expressions shall have the following meanings:

'GOODS AND SERVICES' the Goods and services listed in Schedule 2 and in respect of which the Licensee is licensed to use the Trade Marks under the terms of this Agreement;

'TERRITORY' - the European Union;

'TRADE MARKS' the Trade Marks details of which are set out in Schedule 1.

- 1.2 Reference in this Agreement to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.



2 Grant of licence

- 2.1 The Proprietor hereby grants to the Licensee a non-exclusive perpetual licence in the Territory to use the Trade Marks in relation to the Goods and Services from the date of this Agreement on terms and conditions set out in this Agreement.
- 2.2 This Agreement is personal to the Licensee, which may neither assign it nor grant any sub-licence of the rights licensed to it. The Proprietor may assign this Agreement.
- 2.3 The Licensee shall use its best endeavours at all times during the term of the licence to create, promote and retain goodwill in the business utilising the Goods/Services under the Trade Marks.

3. Use of the Trade Marks

- 3.1 The Licensee shall use the Trade Marks in the form stipulated from time to time by the Proprietor and shall observe any reasonable directions given by the Proprietor as to representations and manner of use of the Trade Marks and their manner and disposition in relation to the Goods/Services and all advertising, promotional and other documentary material which makes use of the Trade Marks.
- 3.2 The Licensee shall only make use of the Trade Marks for the purposes authorised in this Agreement and, in particular, shall not use the Trade Marks in any way which would tend to allow them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Proprietor.
- 3.3 The Licensee shall not adopt, use or apply to register any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, the Trade Marks, or unfairly competes with the Trade Marks. The Licensee shall not at any time, whether during or after termination of this Agreement, apply anywhere in the world to register any trade marks identical to or so nearly resembling the Trade Marks as to be likely to deceive or cause confusion.

4 Infringement of the trade marks

- 4.1 If the Licensee learns of any infringement or threatened infringement of the Trade Marks or of any action detrimental to the Trade Marks or of any third party allegation that the Trade Marks are liable to cause deception or confusion to the public the Licensee shall forthwith and without delay notify the Proprietor giving full particulars of such circumstances and the Licensee shall make no comment or admission to any third party in respect of such circumstances.



- 4.2 The Proprietor shall have the conduct of all proceedings relating to the Trade Marks and shall in its sole discretion decide what action (including litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the Trade Marks. The Proprietor shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to the Trade Marks if it decides in its sole discretion not to do so and the Licensee shall not be entitled to bring any action for infringement without written approval from the Proprietor.
- 4.3 The Licensee will at the request of the Proprietor give full cooperation to the Proprietor (including the provision of documentation and making relevant people available) in any action, claim or proceedings brought or threatened in respect of the Trade Marks and the Proprietor shall meet all reasonable expenses incurred by the Licensee to third parties in giving such assistance.
- 4.4 In any infringement proceedings which are brought by the Proprietor, the Proprietor shall be entitled to claim in respect of any loss suffered or likely to be suffered by the Licensee but the Proprietor shall be entitled to retain any damages awarded in respect of such claim and the provisions of section 30(6) of the Trade Marks Act 1994 (and any other equivalent statutory provision in the Territory) are hereby, to such extent only, expressly excluded.

5 Maintenance of trade marks

- 5.1 The Proprietor will pay all renewal fees for the registration of the Trade Marks.
- 5.2 The Licensee undertakes not to do or permit to be done any act which would or might jeopardise or invalidate the registration of the Trade Marks nor to do any act which might assist or give rise to an application to remove the Trade Marks or which might prejudice the right or title of the Proprietor to the Trade Marks.
- 5.3 The Licensee will on request give to the Proprietor or its authorised representative any information as to its use of the Trade Marks which the Proprietor may require and will (subject to the provisions of clause 7 above) render any assistance reasonably required by the Proprietor in maintaining the registration of the Trade Marks.

6 Termination

- 6.1 The Proprietor may terminate this Agreement by immediate written notice in the event that:
- 6.1.1 the Licensee goes into liquidation or an administrator is appointed for the Licensee or its assets or the Licensee enters into a voluntary arrangement with its creditors or suffers any similar insolvency process or process which affords the Licensee protection from its creditors;



6.1.2 the Licensee commits a breach of this Agreement; PROVIDED THAT if the breach is capable of remedy termination shall only occur if the breach shall not have been remedied within 30 days of the Licensee having been given notice in writing specifying the breach and requiring it to be remedied;

6.1.3 the Licensee undergoes a change of control.

7 Consequences of termination

7.1 In the event of termination of this Agreement howsoever arising:

7.1.1 the Licensee shall if so requested by the Proprietor execute an assignment in favour of the Proprietor (or such other person as the Proprietor may direct) of any and all goodwill in the Trade Marks as may have accrued to the Licensee by reason of the use of the Trade Marks and by the Licensee being connected with the Trade Marks in the course of trade and all such rights (if any) as may have accrued to the Licensee in relation to the Trade Marks by reason of such use;

7.1.2 the parties shall do all such things as may be necessary to secure the removal of the names of the Licensee as a Licensee at every Trade Mark Registry where such the licence has been registered;

7.1.3 all provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect after termination.


7.2 Subject to the provisions of this clause 11 the Licensee shall do nothing after the expiry or termination of this Agreement which might lead any person to believe that the Licensee is still licensed to use the Trade Marks or is in any way connected with the Proprietor.

8 General

8.1 The illegality or invalidity of any part of this Agreement shall not affect the legality or validity of the remainder of this Agreement.

8.2 No amendment or other variation to this Agreement shall be effective unless it is in writing is dated and is signed by a duly authorised representative of each party.

8.3 Any notice to be given under this Agreement shall be given in writing by personal delivery or by prepaid post to the address set out in this Agreement or to such other address as such party may have notified in writing to the other for such purposes. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered seven days after despatch and in proving the fact of despatch it




shall be sufficient to show that the envelope containing such notice was properly addressed stamped and posted.

- 8.4 This Agreement shall be governed by and construed in accordance with the Laws of England and the parties for this purpose hereby submit to the non-exclusive jurisdiction of the Courts of England.

IN WITNESS of which the parties have caused this Agreement to be executed by their duly authorised representatives the day and year first before written.

SIGNED BY:

Name: RAJ AFGHAN 

In the capacity of: GROUP IP COUNSEL

For and on behalf of the Licensor:

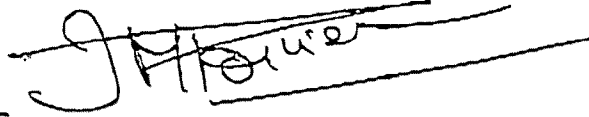
IN THE PRESENCE OF: 

Name: DAVID STANLEY

SIGNED BY:

Name: PORTIER Jean-Michel

In the capacity of: President Directeur Général

For and on behalf of the Licensee: 

IN THE PRESENCE OF: 

Name:

PAUL WRIGHT

SCHEDULE 1

Trademark	Country	Application No Registration No	Filing Date	Classes
TNS MEDIA INTELLIGENCE	France	013123341	28.09.2001	9, 35, 38 41 and 42
TNS MEDIA INTELLIGENCE	International Register	779808	26.03.2002	9, 35, 38 41 and 42
TNS MEDIA INTELLIGENCE	United States of America	76436946	01.08.2002	35, 38 and 42

Schedule 2

advertising expenditure monitoring
advertising creations monitoring
editorial monitoring

A handwritten signature or scribble consisting of several overlapping loops and a long horizontal stroke extending to the right.