

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NetRatings, Inc.		08/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2196315	@PLAN.	
Registration Number:	2462859	AD ALERT	
Registration Number:	2488315	ADRELEVANCE	
Registration Number:	2649742	BANNERTRACK	
Registration Number:	2847198	MEGAPANEL	
Registration Number:	2446679	NETRATINGS	
Registration Number:	2803463	NETVIEW	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		

CH \$190.00 2196315

900086826

TRADEMARK
 REEL: 003620 FRAME: 0497

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 226245

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

09/13/2007

Total Attachments: 7

source=Netratings_citi_tm7#page2.tif

source=Netratings_citi_tm7#page3.tif

source=Netratings_citi_tm7#page4.tif

source=Netratings_citi_tm7#page5.tif

source=Netratings_citi_tm7#page6.tif

source=Netratings_citi_tm7#page7.tif

source=Netratings_citi_tm7#page8.tif

SUPPLEMENT NO. 2 dated as of August 9, 2007 (this "**Supplement**") to the Intellectual Property Security Agreement dated as of August 9, 2006, among NIELSEN FINANCE LLC (the "**U.S. Borrower**"), the other Grantors identified therein and CITIBANK, N.A., as Collateral Agent.

A. Reference is made to the Credit Agreement, dated as of August 9, 2006 (as amended, supplemented, waived or otherwise modified from time to time, the "**Credit Agreement**"), among the U.S. Borrower, Nielsen Holding and Finance B.V. (formerly known as VNU Holding and Finance B.V.), The Nielsen Company (US), Inc. (formerly known as VNU, Inc.), the Guarantors party thereto from time to time, the lenders and other parties thereto from time to time and Citibank, N.A., as Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

C. The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit. Section 5.14 of the Intellectual Property Security Agreement provides that additional Restricted Subsidiaries may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Restricted Subsidiary (the "**New Subsidiary**") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Intellectual Property Security Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Subsidiary by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Subsidiary. Each reference to a "Grantor" in the Intellectual

Property Security Agreement shall be deemed to include the New Subsidiary. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral of the New Subsidiary consisting of Intellectual Property and (b) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement,

including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

NETRATINGS, INC.

By


Name: *Michael Elias*
Title: *Assistant Secretary*

Legal Name:
NetRatings, Inc.

Jurisdiction of Formation:
Delaware

Location of Chief Executive office:
770 Broadway
New York, NY 10003

[Signature Page to Supplement No. 2 to IP Security Agreement]

CITIBANK, N.A.,
as Collateral Agent,

By



Name:
Title: **Christopher Wood**
Vice President

Supplement No. 2 to IP Security Agreement

NY1:1697752.5

TRADEMARK
REEL: 003620 FRAME: 0503

INTELLECTUAL PROPERTY

See attached.

Netratings, Inc.

Trademark Report by Country
Status: ACTIVE

Printed: 6/22/07 Page 1

REFERENCE #	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
-------------	------	-------	-------	-------	------	--------	---------

UNITED STATES

NR-91	@PLAN	8/16/1996	75/151,532	10/13/1998	2,196,315	REGISTERED	35
35 - 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							
NR-21	AD ALERT	2/28/2000	75/928,673	6/19/2001	2,462,859	REGISTERED	35
35 - conducting market research and information services, namely, the collection, analysis and dissemination of information about the advertisements of others							
NR-22	ADRELEVANCE	2/16/1999	75/643,158	9/11/2001	2,488,315	REGISTERED	035
035 - marketing and competitive analysis and reporting services for others; analyzing competitors' web site activity and advertisement for others; analyzing brand use and advertisements for others							
NR-6	BANNERTRACK	8/27/1998	75/544,279	11/12/2002	2,649,742	REGISTERED	35,42
35 - consultation, business and market research and surveys, and market analysis of data in the fields of marketing, sales, demographics, psychographics, or the behavior of users of electronic communication networks							
42 - information services regarding databases of information in the fields of marketing, sales, demographics, psychographics, or the behavior of users of electronic communications networks							
NR-97	MAGAPANEL	4/8/2002	76/392,688	6/1/2004	2,847,198	REGISTERED	35,42
35 - computerized database development and management services for others, conducting business and market research and analysis using global computer networks, and conducting polls using global computer networks							
42 - computer programming and computer consultation services for others							
NR-2	NETRATINGS	11/5/1997	75/385,045	4/24/2001	2,446,679	REGISTERED	09,35
09 - computer software, and manuals sold as a unit, for compiling, monitoring, evaluating, displaying or communicating demographic information, marketing information, advertising information, or information regarding use of electronic communications networks							
35 - business consultation and research services relating to marketing, sales, demographics, psychographics, or the behavior of users of electronic communication networks							
NR-7	NETVIEW	11/13/2002	76/466,462	1/6/2004	2,803,463	REGISTERED	35
35 - business consultation and research services relating to marketing, sales, demographics, psychographics, or the behavior of users of electronic communication networks							
NR-96	WEBINTERCEPT					PROPOSED	35
35 - market research services							