TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nielsen IAG, Inc.		07/15/2008	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: 1

Property Type	Number	Word Mark
Registration Number:	2888099	REWARDTV

CH $40.00 2888099

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	657121
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	07/22/2008

Total Attachments: 7
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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Nielsen IAG, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Citibank, N.A., as Collateral Agent
Internal Address:
Street Address: 390 Greenwich Street
City: New York State: NY Zip: 10013

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ 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:

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other Supplement No. 7

Execution Date: 07/15/2008

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) NONE

B. Trademark Registration No.(s) 2888099

Additional number(s) attached ☐ Yes ☑ No

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

Name: Maureen P. Murphy, Legal Assistant
Internal Address:
Cahill Gordon & Reindel LLP
Street Address: 80 Pine Street
City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 1

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

☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy	Maureen P. Murphy	07/21/2008
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 7

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

SUPPLEMENT NO. 7 dated as of July 15, 2008 (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

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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,

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

[Signature Pages Follow]

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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.

NIELSEN IAG, INC.

By _____

Name: Alan Gould
Title: Co-Chief Executive Officer

Legal Name:
Nielsen IAG, Inc. (f/k/a Intermedia Advertising Group, Int'l.)

Jurisdiction of Formation:
Delaware

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

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CITIBANK, N.A.,
as Collateral Agent,

By _____

Name:
Title:

Rob Ziemer
Vice President

Schedule I to the
Supplement No. 7 to
the Intellectual Property
Security Agreement

INTELLECTUAL PROPERTY

Copyrights

None.

Trademarks

Mark	Registrant	Application Date / Application No.	Grant Date / Registration No.	Country
REWARDTV	Nielsen IAG, Inc. (f/k/a Intermedia Advertising Group, Inc.)	N/A	9/08/2004 / 2888099	U.S.A.

Patents

Patent Applications

Invention ID: 00532
Patent Title: **Computerized System and Method for Increasing the Effectiveness of Advertising**

Docket ID	Country	Origin	Type	Sub	Status	Application No.	Application Date
50442-010200/US	U.S.A.		Utility		Pending	09/917,792	31-Jul-2001
50442-010300/CA	Canada	PCT	National		Pending	2,417,750	31-Jul-2001
50442-010400/JP	Japan	PCT	National		Pending	2002-515619	31-Jul-2001
50442-010500/EP	Europe	PCT	National		Pending	01961807.3	31-Jul-2001
50442-010600/AU	Australia	PCT	National		Pending	2008200279	18-Jan-2008