

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer of Assorted Assests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NetValue S.A.		12/01/2003	public limited corporation: FRANCE
RECEIVING PARTY DATA			
Name:	NetRatings, Inc.		
Street Address:	120 West 45th Street		
Internal Address:	35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76392688	MEGAPANEL	
CORRESPONDENCE DATA			
Fax Number:	(312)474-0448		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-474-6300		
Email:	docket@marshallip.com		
Correspondent Name:	Gregory J. Chinlund		
Address Line 1:	233 South Wacker Drive		
Address Line 2:	6300 Sears Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	31306/60015		
NAME OF SUBMITTER:	Gregory J. Chinlund		
Signature:	/gjc/		

OP \$40.00 76392688

Date:

01/08/2009

Total Attachments: 8

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AGREEMENT FOR THE TRANSFER OF ASSORTED ASSETS

AMONG

NETVALUE, a public limited corporation, currently in liquidation, with a stated capital of having its registered address at 67 rue Anatole France 92300 Levallois Perret, registered in the Register of Commerce and Companies of Nanterre under n° 418 508 115, represented by Olivier RHEIMS, acting in his capacity as liquidator pursuant to a shareholders general meeting of December 1, 2003 (hereafter referred to as the "Seller"),

OF THE FIRST PART,

AND

NETRATINGS INC, a public corporation governed by the laws of the State of Delaware, United States of America, with a stated capital of \$ having its registered address at 890 Hilview Court, Milpitas 95035, California, United States of America, represented by William Pulver (hereafter referred to as the "Purchaser"),

OF THE SECOND PART.

(Hereafter referred to together as the "Parties")

WHEREAS:

Purchaser conducts business internationally in the sector of Internet-user behavior measurement and analysis, and owns approximately of the capital stock and of the voting rights of Seller.

Seller formerly conducted business in France in the sector of Internet-user behavior measurement and analysis. In connection therewith, Seller had developed a clientele in France and entered into client contracts, which clientele and client contracts were sold and assigned to Purchaser pursuant to an agreement dated November 29, 2002.

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Pursuant to a shareholders general meeting of December 1, 2003, Seller has entered into a procedure for its dissolution and voluntary liquidation. As part of this process, Seller intends to liquidate all of its tangible and intangible assets in order to satisfy its creditors and return any excess capital to its shareholders within a short period of time, as requested by the French stock exchange authorities; it being understood that in light of the time constraints imposed by the French stock exchange authorities, Seller has already started to terminate certain existing agreements, including the lease agreement relating to its premises.

Prior to the liquidation general meeting convened for December 31, 2003, Seller intends to liquidate certain other tangible and intangible assets that can be liquidated easily and rapidly, including available cash.

Seller, however, owns certain other assets that will not be the subject of other liquidation measures, including software and computers that have highest value if sold to Purchaser.

Upon the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Purchaser, and Purchaser desires to purchase and acquire from Seller, these other assets.

NOW THEREFORE:

ARTICLE 1 - PURPOSE

On the terms and conditions set forth in this Agreement, Seller hereby sells, assigns and transfers, and Purchaser buys, accepts and acquires, the Assets (as defined in Article 2.1 below) and Transferred Contracts (as defined in Article 2.5 below) for the Purchase Price set forth in Article 3 and the assumption by Purchaser of the Assumed Liabilities (as defined in Article 2.2 below).

ARTICLE 2 - DESCRIPTION OF THE ASSETS

2.1 Acquired Assets

"Assets" shall include all of Seller's right, title and interest in all of Seller's intangible and tangible assets, properties and rights used, developed, or held for use in the Seller's business (except for the Excluded Assets set forth in Section 2.4 below), including but not limited to the following:

- (a) the Intangible Assets described in Annex 2.1(a), valued in an amount of
- (b) the Tangible Assets described item by item in Annex 2.1(b), valued in an amount of

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- (c) the Financial Assets described in Annex 2.1(c), valued in an amount of
- (d) the Client Receivables described in Annex 2.1(d), valued in an amount of
- (e) the Other Receivables described in Annex 2.1(e), valued in an amount of
and
- (f) the technical and commercial documentation necessary for the operation of
the Assets, which is not documented on the Seller's balance sheet.

2.2 Assumed Liabilities

In consideration for the transfer of the Assets, Purchaser shall assume and discharge in place of Seller all of the Seller's liabilities (the "Assumed Liabilities"), it being understood that these Assumed Liabilities shall be borne by the Purchaser only, with no joint and several liability on the part of Seller. The Assumed Liabilities include but are not limited to the following:

- (a) the Operating Debts described in Annex 2.2(a), valued in an amount of
- (b) the Tax and Social Security Debts described in Annex 2.2(b), valued in an
amount of and
- (c) the Other Debts described in Annex 2.2(c), valued in an amount of
- (d) the Payables Related to Financial Assets described in Annex 2.2(d), valued in
an amount of:

2.3 No Excluded Liabilities

Purchaser shall at all times, without any responsibility or recourse to Seller, any of its affiliates or any of their respective directors, shareholders, officers, employees, agents, consultants, representatives, successors or assigns, absolutely and irrevocably be and remain solely liable and responsible for any and all liabilities of Seller, whenever such liabilities may have arisen or will arise.

2.4 Excluded Assets

Notwithstanding any other provision of this Agreement, the Assets do not include:

- (a) any clientele developed or maintained by the Seller;
- (b) any client contracts relating to or derived from the operation of the Seller's
business prior to the date hereof;
- (c) available cash;
- (d) the commercial lease for Seller's premises.

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Transferred Contracts

Seller transfers to Purchaser, and Purchaser accepts, Sellers rights and obligations relating to the contracts described in Annex 2.5(a) (the "Transferred Contracts"), subject to the agreement, if required, of the effected counterparties.

Seller undertakes to provide any assistance the Purchaser may reasonably request in order to obtain any required consents to the transfer of the Transferred Contracts, either by express agreement or by application of a free transferability clause.

In the case that the consent of a counterparty to a contract being transferred pursuant to Section 2.5(a) cannot be obtained, the Parties expressly agree that Seller shall have no liability and Purchaser shall have no right to any indemnity.

ARTICLE 3 - PRICE

In consideration of the sale and transfer to Purchaser of the Assets, Purchaser is paying to Seller on the date hereof the amount of _____ (the "Purchase Price").

The Purchase Price of _____ is the sum of the values of the Assets, as set forth in Section 2.1 above, less the value of the Assumed Liabilities, as set forth in Section 2.2 above. The Purchase Price does not include the payment by Purchaser described in Section 7.2 below.

ARTICLE 4 - ACCOUNTS RECEIVABLE

The Parties acknowledge that they have been informed of the rules and formalities regarding the assignment of accounts receivable under French law, including those set forth in Article 1690 of the French Civil Code.

ARTICLE 5 - NOTICE

All notifications and other communications to be made under this Agreement shall be made in writing (including fax or any similar document in writing or by email) to the address and telephone number specified below. Any notification or communication shall be deemed validly made on the date of its reception (1) if it is made by fax sent to the number indicated below, and if the recipient in person acknowledges receipt by fax or mail, or (2) if it is made by registered mail sent to the following addresses :

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Seller:

NetValue
d/o NetRatings Inc
120 West 45th Street
35th Floor
New York NY 10036
United States
To the attention of: Alan Shapiro

With a copy to:

Olivier Rheims
10, rue Clabanaie
75002 Paris

Purchaser:

NetRatings Inc
120 West 45th Street
35th Floor
New York NY 10036
United States
To the attention of: Alan Shapiro

- b) Any party may change its address subject to notification to the other party according to the procedure mentioned above.
- c) For the avoidance of doubt, notices under this section do not include any procedural judicial act, including a writ of summons pursuant to Article 56 of the French New Code of Civil Proceedings.

ARTICLE 6 - UNDERTAKINGS AND COVENANTS

Seller undertakes to collect or have collected on behalf of Purchaser the VAT claims in the amount of: _____ as set forth in Annex 2.1(e) hereto.

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ARTICLE 7 -

7.1 All taxes, such as value added tax, revenue tax, registration tax and other taxes or duties that may be due (where applicable) following any sales, assignments and transfers to Purchaser under this Agreement shall be paid by Purchaser.

7.2 The Parties acknowledge that the sale of tangible assets is subject to VAT. Accordingly, in addition to the Purchase Price, Purchaser is paying to Seller the amount of € on the date hereof in respect of such VAT. Seller will provide Purchaser with a detailed invoice indicating the amount of VAT so due and collected by Seller with respect to the transfer of the assets mentioned above.

ARTICLE 8 - FORMALITIES

Purchaser shall accomplish, within the required time periods, all registration and public notice formalities required in connection with the sales, assignments and transfers to the Purchaser under this Agreement. To that effect, all required powers and authority are granted to the holder of an original copy or a certified copy of this Agreement, with power of substitution, in order to accomplish said public notice and registration formalities.

ARTICLE 9 - GENERAL PROVISIONS

This Agreement is subject to French law.

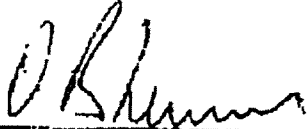
This Agreement has been signed by the two Parties in three originals.

This Agreement will have retroactive effect as of December 8, 2003

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date first mentioned above.

NETVALUE



By: Olivier Rheims

Title: Liquidator

NETRATINGS INC.



By: William Pulver

Title: CEO

Pays	Date de dépôt	N° de dépôt	Date d'enregistrement	N° d'enregistrement	Classes	Date renouvellement	N/Réf
UNION EUROPEENNE GEE	26/11/01	00247861	01/04/2003	00247661	35, 42	26/11/2011	24674CBB
U.S.A.	08/04/02	76396568			35, 42	8/04/2012	24674US