

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sale and Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Decisions Made Easy Pty. Ltd.		09/04/2008	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Decisions Made Easy, Inc.		
Street Address:	200 West Jackson Boulevard		
Internal Address:	25th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606-6910		
Entity Type:	CORPORATION: ARKANSAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78436719	CRUNCH	
Serial Number:	78436721	DR. KNOW	
Serial Number:	78436709	CIPHER WEB	
Serial Number:	78436716	CIPHER	
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:	Michael R. Graham		
Address Line 1:	233 South Wacker Drive		
Address Line 2:	Suite 6300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	31404/G1000		

OP \$115.00 78436719

NAME OF SUBMITTER:	Michael R. Graham
Signature:	/Michael R. Graham/
Date:	01/09/2009
Total Attachments: 7 source=DOC026#page1.tif source=DOC026#page2.tif source=DOC026#page3.tif source=DOC026#page4.tif source=DOC026#page5.tif source=DOC026#page6.tif source=DOC026#page7.tif	

SALE AND PURCHASE AGREEMENT

BETWEEN

Of the one part,

DECISIONS MADE EASY, INC. (now known as Nielsen Decisions Made Easy, Inc.)
(hereinafter "DME US"), with address 25th Floor, 200 West Jackson Boulevard, Chicago
IL 60606-6910, United States of America,

And of the other part,

DECISIONS MADE EASY PTY. LTD. (hereinafter "DME AUSTRALIA"), with
address 11 Talavera Road, ACNielsen Centre, Macquarie Park, NSW 2113 Sydney,
Australia,

DME US and DME AUSTRALIA are hereinafter jointly referred to as the "Parties", and
each of them severally as a "Party". The Parties mutually acknowledge the legal capacity
of the other to enter into the Agreement, to which end they state as follows:

WHEREAS

- I DME US is a company belonging to the DME/VNU Group (hereinafter 'GROUP')
which is engaged in the development of data management and analytical software
products for the demand data storage needed by suppliers and retailers of
Consumer-Packaging Goods.
- II. DME AUSTRALIA is a company also belonging to the GROUP which since
December 1, 2005 has been engaged in said development and which will remain to
be engaged in software development services after the effective date of this
agreement.
- III DME US agreed with DME AUSTRALIA to acquire all the intellectual property
rights relating to the demand data management software developed by DME
AUSTRALIA under the Distribution Agreement with effective date January 1, 2006
(the "Effective Date") and DME AUSTRALIA agreed to assign the said intellectual
property rights, on the terms and conditions of this Agreement (hereinafter the
"Agreement") .
- IV. The Parties now wish to lay down their agreement under point III in writing,
effective, nunc pro tunc, as of January 1, 2006.

CLAUSES

1. Subject matter of the transaction

DME US purchased and acquired from the DME AUSTRALIA, which sold and transferred, all rights, title and interest in and to the following software programs, including, but not limited to, all copyright rights and all rights in the trademarks used therefor and the goodwill appurtenant thereto, including all trademark applications and registrations worldwide, as identified in Schedule 1 attached hereto, based on the representations, warranties and provisions contained herein as of the Effective Date:

(a) CRUNCH, being a warehouse data system;

(b) CIPHER, being a reporting and data analysis tool;

(c) CIPHER WEB, being a web-based application allowing access to the CIPHER data through the Internet, Intranet and Extranet;

(d) DR. KNOW or DR KNOW, being an on-line knowledge base that enables clients to search for analytical solutions for business problems;

(e) Any instruction books, documents, leaflets, programs, materials or reports, on whatever support they are contained including IT support, which contain any information of any type (technical, composition, use or utility, functioning, market comparison or of any other nature) regarding the aforesaid software programs which are owned by or in the possession of the Seller,

The property and rights referred to the foregoing sub-clauses a. to e. inclusive constitute the "Subject Matter of the Sale".

2. Consideration

For the purpose of the transaction covered by this Agreement, the Parties have fixed the price of the Subject Matter of the sale at 1,100,000 USD (this amount is hereinafter to be referred to as the "**Purchase Price**"). The Purchase Price is calculated utilizing the same 'Relief From Royalty' method as set out in Chapter 5 of the Masterfile, dated December 12, 2006. DME US shall pay the Purchase Price plus any corresponding VAT, turnover tax or other duties.

3. **Warranties and Undertakings by DME AUSTRALIA**

- a. In relation to transfer of the Subject Matter of the Sale to DME US, DME AUSTRALIA warrants to DME US that each of the Warranties given by DME AUSTRALIA is true and accurate in all material respects and that the same do not induce error as of the date of this Agreement.
- b. Signature and performance by DME AUSTRALIA of this Agreement and completion by it of the transaction covered hereby has been duly authorized and has all corporate permissions of DME AUSTRALIA. This Agreement therefore constitutes a valid, lawful and binding obligation on the part of DME AUSTRALIA and there are no persons other than DME AUSTRALIA who can object to the efficacy of the transfer of property and rights which constitute the Subject Matter of the Sale or who have any preferential right or entitlement to the said property and rights.
- c. DME AUSTRALIA has at all times complied with its tax obligations and has filed all necessary tax returns in due time and manner and has paid or paid in all amounts on time resulting from the said returns. There have been no omissions or infringements of any type in preparing and filing the tax returns previously referred to which could give rise to a claim for any amount by way of tax indebtedness, interest, surcharges and/or penalties or of any other type by the tax authorities. No improper benefit has been taken of any type of tax allowances.
- d. DME AUSTRALIA undertakes that all of the foregoing representations are true and accurate as of the date of this Agreement.

4. **Warranties and Undertakings by the DME US**

- 4.1 DME US warrants to DME AUSTRALIA in connection with this Agreement that each of the Warranties given by DME US is true and accurate in all material respects and do not induce error as of the date of this Agreement

DME US is duly formed in accordance with US law and acts in compliance with all company requirements and authorizations to engage in its trading activities.

Signature and performance of this Agreement by DME US and completion by it of the transaction covered hereby has been duly authorized and has all corporate permissions of DME US. This Agreement therefore constitutes a valid, legal and binding obligation on the part of DME US.

5. Claims

5.1 **Procedure for (Infringement) Claims**

If DME US considers that there has been (i) a breach by DME AUSTRALIA of any of its obligations pursuant to this Agreement, (ii) any of the Representations by DME AUSTRALIA are false in whole or in part or incomplete, or (iii) a claim is made by any individual or legal entity, whether public or private, in respect of events prior to the Closing Date, or (iv) a claim is made by any individual or legal entity, whether public or private, in respect of events subsequent to the Effective Date of the Agreement which has been caused by DME AUSTRALIA (all such cases hereinafter referred to as a "Claim"), it shall notify DME AUSTRALIA thereof.

DME AUSTRALIA undertakes to indemnify DME US against any loss of damage (expressly excluding indirect or consequential loss and damage and loss of profit) resulting from the existence of a Claim. For the purpose of this Agreement the said effective loss and damage is hereinafter referred to as "Losses".

The amount of Losses shall comprise both the loss and damage caused as well as expenses of any type or nature, including the expenses of defense, attorneys and court costs incurred by DME US as a result of the Claim. It is the intention of the Parties in this respect to establish the principle that DME US must be indemnified fully and completely against any Losses which it suffers as a result of a Claim.

The notice shall contain a brief summary of the facts and an estimate if possible of the amount claimed ("Estimated Losses") with respect to each Claim.

DME AUSTRALIA and DME US shall negotiate in good faith for a period of twenty (20) working days from the date or receipt of the notice in an attempt to reach agreement in relation to:

- (a) the existence of the Claim and liability of DME AUSTRALIA;
- (b) the amount of compensation payable by DME AUSTRALIA by reason of the Claim.

If the agreement is not reached, DME AUSTRALIA must give written notice to DME US within the said negotiating period as to whether it rejects or acknowledges its liability in question and in the latter case the amount which it acknowledges it is under an obligation to pay. This amount must be paid within a period of further ten (10) working days without prejudice to the entitlement of DME US to demand the remainder of the amount claimed. If no

notice is given whatsoever to DME US within the said period. it shall be deemed that the liability of DME AUSTRALIA is rejected.

If the Parties do not reach agreement in the foregoing negotiations DME US's claim in respect of the Claim shall be resolved by the system provided in this Agreement in the Jurisdiction Clause.

5.2 Third Party Claims

DME US shall notify DME AUSTRALIA of all third party claims, whether made or possible, of which it becomes aware and which could result in a Claim for which DME AUSTRALIA would be liable.

Any claim made shall be defended with all due diligence by the entity against which the corresponding claim is made, and DME AUSTRALIA shall have the opportunity to assume the said defense at its exclusive cost and account. In the case of claims for which DME AUSTRALIA has agreed to assume the defense, it shall be responsible for appointing the advisers and professionals to conduct the defense thereof, in all cases at its sole cost and expense. If DME AUSTRALIA does not reply and assume the legal defense it shall be deemed that it waives the same at all levels.

5.3 Other aspects

The liability of DME AUSTRALIA for Claims shall include an obligation to provide the funds or security required of DME US by judicial, administrative or arbitration decisions as interim relief or as a condition for suspending the enforcement of claims made by a third party (including the administration) which may constitute a Claim.

5.4 Urgent Actions and Decisions

If third party claims are made which could constitute a Claim, and without prejudice to the provisions of the foregoing provisions, DME US may, if the same is necessary, take such steps and decisions as may be considered urgent and unavoidable to protect its interests and those of DME AUSTRALIA, as the case may be.

6. Interpretation

If any of the provisions of this Agreement (including the Appendices hereto) are declared null and void or unenforceable for any reason, the remainder shall remain in force and effect and the Agreement shall be completed insofar as possible in accordance with the intentions of the Parties and the spirit of this Agreement.

7. Notices

Any communication to be made by the Parties shall be sent to the following addresses:

NIELSEN DECISIONS MADE EASY, INC.
25th Floor, 200 West Jackson Boulevard,
Chicago IL 60606-6910, United States of America

DECISIONS MADE EASY PTY. LTD.
11 Talavera Road, ACNielsen Centre, Macquarie Park,
NSW 2113 Sydney, Australia,

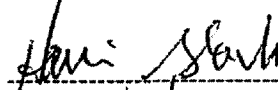
8. Applicable law and jurisdiction

This Agreement and the contracts which implement the same shall be governed by the laws of the State of Illinois.

The Parties submit themselves to the jurisdiction of the Courts of the State of Illinois for the purpose of resolving any disputes, litigation, questions or claims deriving from the performance or interpretation of this Agreement or directly or indirectly related thereto.

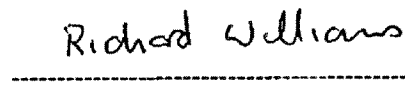
In witness whereof the Parties hereto have signed duplicate counterparts of this Agreement.

DECISIONS MADE EASY, INC.



By: _____
Date: 9/4/08

DECISIONS MADE EASY PTY. LTD.



By: _____
Date: 28/08/08

SCHEDULE 1

Trademarks, and trademark applications and trademark registrations by Country:

TRADEMARKS

CIPHER
CRUNCH
CIPHER WEB
DR KNOW
DR. KNOW

AUSTRALIA

CIPHER – Registration No. 1,026,716 Granted April 19, 2005
CRUNCH – Registration No. 1,026,580 Granted March 31, 2005
DR KNOW – Registration No. 1,026,551 Granted March 1, 2005

EUROPEAN COMMUNITY (CTM)

CIPHER – Application No. 3,873,486 Filed June 7, 2004, Registration No. 3,873,486
Granted May 19, 2006
DR KNOW – Registration No. 3,873,452 Granted October 10, 2005

UNITED STATES

CIPHER – Application SN 78/436,716 Filed June 17, 2004, Registration No. 3,105,978
Granted June 20, 2006
CIPHER WEB – Application SN 78/436,709 Filed June 17, 2004, Registration No.
3,078,201 Granted May 2, 2006
CRUNCH – Application SN 78/436,719 Filed June 17, 2004, Registration No. 3,141,164
Granted September 12, 2006
DR. KNOW – Application SN 78/436,721 Filed June 17, 2004, Registration No.
3,130,768 Granted August 15, 2006