

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GfK Custom Research, LLC		10/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Mediamark Research & Intelligence, LLC		
Street Address:	75 Ninth Avenue		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0885494	STARCH	
CORRESPONDENCE DATA			
Fax Number:	(732)626-9001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	732 578 0103 ext 227		
Email:	mmishev@dblaw.com		
Correspondent Name:	Milena S. Mishev of DeMont & Breyer, LLC		
Address Line 1:	100 Commons Way		
Address Line 2:	Suite 250		
Address Line 4:	Holmdel, NEW YORK 07733		
ATTORNEY DOCKET NUMBER:	219-001TMUS		
NAME OF SUBMITTER:	Milena S. Mishev		
Signature:	/milena s. mishev/		

OP \$40.00 0885494

Date:

01/28/2010

Total Attachments: 13

source=ASSIGNMENT DOC#page1.tif
source=ASSIGNMENT DOC#page2.tif
source=ASSIGNMENT DOC#page3.tif
source=ASSIGNMENT DOC#page4.tif
source=ASSIGNMENT DOC#page5.tif
source=ASSIGNMENT DOC#page6.tif
source=ASSIGNMENT DOC#page7.tif
source=ASSIGNMENT DOC#page8.tif
source=ASSIGNMENT DOC#page9.tif
source=ASSIGNMENT DOC#page10.tif
source=ASSIGNMENT DOC#page11.tif
source=ASSIGNMENT DOC#page12.tif
source=ASSIGNMENT DOC#page13.tif

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF MANAGERS
OF GfK CUSTOM RESEARCH, LLC**

THE UNDERSIGNED, being all of the members of the Board of Managers (the "Board") of GfK Custom Research, LLC (the "Company"), a limited liability company organized and existing under the laws of the State of Delaware, do hereby adopt the following resolutions, pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act, by written consent without a meeting with full force and effect as if adopted by the unanimous affirmative vote of the Board at a duly called and constituted meeting.

WHEREAS, the Company owns, operates and maintains a syndicated and custom ad impact division known as Starch Communication ("Starch"); and

WHEREAS, Mediamark Research & Intelligence, LLC, a Delaware limited liability company ("MRI") and the Company, have negotiated an Asset Transfer and Assignment and Assumption Agreement (the "Agreement"), that provides for the transfer of Starch to MRI (the "Transfer") at the consummation of the transactions contemplated by the Agreement; and

WHEREAS, the Board deems it to be for the best interest of the Company that the Starch assets of the Company be sold, conveyed, and transferred to MRI as stated in the Agreement, a true copy of which is attached hereto as Exhibit A;

NOW THEREFORE, be it

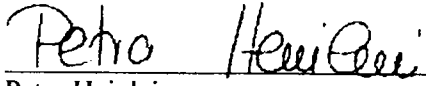
RESOLVED, that the form, terms and provisions of the Agreement, together with any and all related documents, instruments, exhibits and schedules thereto, substantially in the form attached as Exhibit A hereto, and the transactions contemplated thereby, be, and they hereby are, approved in all respects; and that any officer of the Company be, and each of them hereby is, authorized to negotiate, execute, deliver and perform, such Agreement, together with any and all related documents, instruments, exhibits and schedules thereto, in substantially said form, with such amendments, modifications, supplements or changes thereto as such officers or any of them in his or her sole discretion shall approve, such approval to be evidenced conclusively by the execution and delivery of the documents by said officer.

This Written Consent shall be effective when signed by all members of the Board and filed in the minute book of the Company whereupon it shall constitute the act of the Board.

This Written Consent may be executed in two or more counterparts, each of which, when so executed, shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of this 30th
day of September 2008.

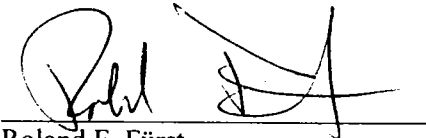
BOARD OF MANAGERS



Petra Heinlein



Debra Pruent



Roland F. Fürst

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF MANAGERS
OF MEDIAMARK RESEARCH & INTELLIGENCE, LLC**

THE UNDERSIGNED, being all of the members of the Board of Managers (the "Board") of Mediamark Research & Intelligence, LLC (the "Company"), a limited liability company duly organized and existing under the laws of the State of Delaware, do hereby consent, pursuant to Sections 6.1(b) of the Company's Operating Agreement, to the adoption of the following resolution upon written consent in lieu of meeting of the Managers of the Company:

WHEREAS, GfK Custom Research, LLC, a Delaware limited liability company ("GfK CR") owns, operates and maintains a syndicated and custom ad impact division known as Starch Communication ("Starch"); and

WHEREAS, GfK CR and Company, have negotiated an Asset Transfer and Assignment and Assumption Agreement (the "Agreement"), that provides for the transfer of Starch (the "Transfer") to Company at the consummation of the transactions contemplated by the Agreement; and

WHEREAS, the Board has reviewed and discussed the proposed terms of the Agreement, a true copy of which is attached hereto as Exhibit A;

NOW THEREFORE, be it

RESOLVED, that the form, terms and provisions of the Agreement, together with any and all related documents, instruments, exhibits and schedules thereto, substantially in the form attached as Exhibit A hereto, and the transactions contemplated thereby, be, and they hereby are, approved in all respects; and that any officer of the Company be, and each of them hereby is, authorized to negotiate, execute, deliver and perform, such Agreement, together with any and all related documents, instruments, exhibits and schedules thereto, in substantially said form, with such amendments, modifications, supplements or changes thereto as such officers or any of them in his or her sole discretion shall approve, such approval to be evidenced conclusively by the execution and delivery of the documents by said officer.

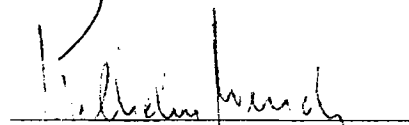
This Written Consent shall be effective when signed by all members of the Board and filed in the minute book of the Company whereupon it shall constitute the act of the Board.

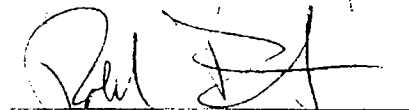
This Written Consent may be executed in two or more counterparts, each of which, when so executed, shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have duly executed this Written Action, which may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument, effective as of this 30th day of September 2008.

BOARD OF MANAGERS



Kathi Love


Wilhelm Wessels

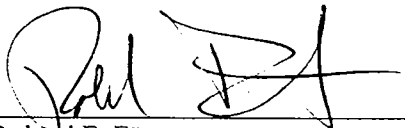

Roland F. Fürst

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of the Company, have duly executed this Written Action, which may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument, effective as of this 30th day of September 2008.

BOARD OF MANAGERS


Kathi Love

Wilhelm Wessels


Roland F. Fürst

BILL OF SALE

THIS BILL OF SALE dated as of October 1, 2008 by and between GfK Custom Research, LLC, a Delaware limited liability company ("Transferor"), and Mediamark Research & Intelligence LLC, a Delaware limited liability company ("Transferee"). Except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have herein the respective meanings ascribed to them in the Agreement as defined below.

WITNESSETH:

WHEREAS, the Asset Transfer and Assignment and Assumption Agreement, dated as of October 1, 2008, between Transferee and Transferor (the "Agreement") provides for, among other things, the transfer and sale to Transferee of certain assets of Transferor, all as more fully described in the Agreement, for valuable consideration and upon the terms provided in the Agreement; and

WHEREAS, by this instrument Transferor is vesting in Transferee all of its right, title and interest in and to the Assets.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to Transferor in hand paid by Transferee, at or before the execution and delivery hereof, the receipt and sufficiency of which by Transferor is hereby acknowledged, Transferor has conveyed, granted, bargained, sold, transferred, set over, assigned, aliened, remised, released, delivered and confirmed, and by this Bill of Sale does convey, grant, bargain, sell, transfer set over, assign, alien, remise, release, deliver and confirm unto Transferee, its successors and assigns forever, all of Transferor's right, title and interest in the Assets of every nature and description, whether tangible or intangible, whether real, personal, or mixed, whether accrued, contingent or otherwise, wherever located. With respect to Assets leased or licensed by Transferor, only Transferor's leasehold and licensed interest therein is hereby assigned.

TO HAVE AND TO HOLD all of the Assets unto Transferee, its successors and assigns to its and their own use forever.

Transferor hereby covenants that, from time to time after the delivery of this instrument, at Transferee's request and without further consideration, Transferor will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required to more effectively convey, transfer to and vest in Transferee, and to put Transferee in possession, of, any of the Assets.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Transferee and its successors and assigns any remedy or claim under or by reason of this instrument or any terms, covenants or condition hereof, and all the terms covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of Transferee and its successors and assigns.

This instrument is executed by, and shall be binding upon, Transferor, its successors and assigns, for the uses and purposes above set forth and referred to, effective

immediately upon its delivery to Transferee. This instrument shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale to be executed on its behalf by its duly authorized officer as of the date first above written.

GFK CUSTOM RESEARCH, LLC

By: 

Name: Roland F. Fuerst

Title: EVP, Secretary

TRADEMARK

REEL: 004139 FRAME: 0817

ASSET TRANSFER AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Asset Transfer and Assignment and Assumption Agreement (the "Agreement"), dated as of October 1, 2008, by and between GfK Custom Research, LLC, a Delaware limited liability company ("Transferor") and Mediamark Research & Intelligence LLC, a Delaware limited liability company ("Transferee").

WHEREAS, Transferor has agreed to sell, transfer and assign the tangible and intangible assets, business and operations used exclusively by its Starch business unit (the "Starch Business"), including but not limited to the assets described below and certain specified liabilities, as described below, to Transferee;

WHEREAS, Transferee has agreed to purchase such assets, business and operations and assume such specified liabilities; and

WHEREAS, the parties hereto desire to execute this Agreement to further evidence the sale, transfer, assignment and conveyance by Transferor and the purchase and assumption of the assets, business and operations and the specified liabilities by Transferee.

NOW, THEREFORE, for good and valuable consideration received, sufficiency of which is hereby acknowledged, and in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

Section 1.1. **Purchase and Sale of Assets; Assignment and Assumption of Liabilities; Closing**

a. Transfer of Assets. On the terms and subject to the conditions in this Agreement, Transferor hereby sells, transfers, conveys, assigns, delivers and sets over to Transferee, its successors and assigns, and Transferee agrees to purchase, acquire, assume and accept from Transferor, all of the Transferor's right, title and interest in and to those of Transferor's assets that are used exclusively in the conduct of the Starch Business, as and to the extent existing on the Closing Date (such assets, properties and rights are hereinafter collectively referred to as the "Assets"), free and clear of any lien, claim, mortgage, pledge, charge, encumbrance, security interest, levy or adverse claim of any kind, whatsoever. The Assets include, without limitation, the following as and to the extent existing on the Closing Date:

(i) Business Contracts. Subject to Section 1.1(c) below, the contracts, purchase orders and other agreements that relate exclusively to the Starch Business;

(ii) Intangible Property. All intellectual property rights (including Transferor's goodwill therein) and all rights, privileges, claims, causes of action and options relating or pertaining to the Starch Business or the Assets, including, but not limited to, United States and foreign trademarks, trade names, service marks, domain names, copyrights, trade secrets, know-how, software (including source codes), databases and all applications therefor, business and marketing plans, methodologies and disciplines, including in each case, all related documentation and all other names and slogans used or held for use by Transferor in connection with the Starch Business (the "Intangible Property"); and

(iii) Tangible Property. All office furniture, equipment, computers and other tangible personal property owned used exclusively in connection with the Starch Business, wherever located.

(iv) All Other Assets. All of Transferor's right, title and interest in, to and under all other assets, rights and claims of every kind and nature that are used exclusively in the operation of the Starch Business.

b. Assignment and Assumption of Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, Transferee agrees that, on the Closing Date, Transferee will assume and thereafter pay, perform or discharge when due or required to be performed, as the case may be, the obligations and liabilities of Transferor (i) under the Business Contracts and (ii) otherwise related to the Starch Business and/or the Assts, in each case, arising and to be performed on or after the Closing Date (collectively, the "Assumed Liabilities"); provided, that accounts payable and invoices arising and received by the Transferor prior to the date hereof shall not be transferred to or assumed by Transferee.

In the event of any claim against Transferee with respect to any of the Assumed Liabilities hereunder, Transferee shall have, and Transferor hereby assigns to Transferee, any defense, counterclaim, or right of setoff that would have been available to Transferor or the Starch Business if such claim had been asserted against Transferor or the Starch Business. The Transferor expressly acknowledges and agrees that Transferee is assuming only the Assumed Liabilities and is not assuming, and shall have no obligation whatsoever to assume, any liabilities of Transferor or the Starch Business that are not specifically included in the Assumed Liabilities. All such other liabilities and obligations shall be retained by and remain the sole obligations and liabilities of Transferor or its affiliates. The assumption by Transferee of the Assumed Liabilities, and the transfer of the Assumed Liabilities by Transferor shall in no way expand the rights or remedies of any person against Transferee or Transferor or their respective officers, directors, employees, stockholders and advisors as compared to the rights and remedies which such person would have had against such parties had Transferee not assumed the Assumed Liabilities.

c. Post Closing Revenues. Transferor and Transferee agree that any cash or other payments received by Transferor post-Closing shall be retained by the Transferor.

d. Assignability of Business Contracts. To the extent that any of the Business Contracts or Accounts Receivable are not assignable without the consent of another party and such consent has not been obtained on or prior to the Closing Date, this Agreement shall not constitute an assignment or attempted assignment that would constitute a breach thereof and Transferor shall cooperate with Transferee to provide to Transferee after the Closing Date all benefits under the applicable Business Contract or Accounts Receivable, including, enforcement for the benefit of Transferee. Transferor agrees to cooperate with Transferee in obtaining any consents or waivers of third parties necessary to transfer to Transferee all property, rights and benefits in and under the Business Contracts or Accounts Receivables. Notwithstanding the foregoing, Transferor shall not be required to incur any out-of-pocket expenses in connection with the cooperation described in this paragraph.

e. Purchase Price and Closing.

(i) The aggregate purchase price (the "Purchase Price") for the Assets is (i) One Hundred Ninety Six Thousand Seven Hundred Sixty-Six Dollars and Fifty-Seven Cents (\$196,766.57), payable by wire transfer in immediately available funds to an account designated by Transferor, plus (ii) the assumption by Transferee of the Assumed Liabilities.

(ii) The closing hereunder (the "Closing") shall take place on the date hereof (the "Closing Date"). At the Closing, Transferor will deliver or cause to be delivered to Transferee the Assets and the Bill of Sale attached hereto as Annex A.

Section 1.2. **Miscellaneous.**

a. **Further Assurances.** At any time and from time to time after the date hereof, at the request of Transferee, and without further consideration, Transferor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action as Transferee may reasonably request as necessary or desirable in order to more effectively transfer, convey and assign to Transferee the Assets.

b. **Further Information.** Following the Closing, Transferor will afford to Transferee, its counsel and its accountants, during normal business hours, reasonable access to the books and records and other data of Transferor relating to the Starch Business, the Assets and the Assumed Liabilities in its possession with respect to periods prior to the Closing and the right to make copies and extracts therefrom.

c. **Transfer Taxes.** Transferor agrees to pay all sales, use, transfer, recording, gains, stock transfer and other similar taxes and fees ("Transfer Taxes") arising out of or in connection with the transactions effected pursuant to this Agreement, and shall indemnify, defend and hold harmless Transferee with respect to such Transfer Taxes. Transferor shall file all necessary documentation and tax returns with respect to such Transfer Taxes.

d. **No Third Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other entity or person.

e. **Legal Advice.** The parties hereto acknowledge and agree that they had the opportunity to independently consider and consult with an attorney prior to executing this Agreement. Both parties further acknowledge that they have entered into this Agreement voluntarily and of their own free will.

f. **Headings.** The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof in any way.

g. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GFK CUSTOM RESEARCH, LLC

By: 

Name: Roland F. Fuerst

Title: EVP, Secretary

MEDIAMARK RESEARCH & INTELLIGENCE LLC

By: 

Name: KATHI LOVE

Title: President