

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/08/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	The Nielson Company (US), LLC		11/05/2010
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Food Media Group, LLC		
Street Address:	570 Lake Cook Road, Suite 106		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2928524	DIRECTORY OF CONVENIENCE STORES
CORRESPONDENCE DATA			
Fax Number:	(973)491-3490		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-491-3326		
Email:	brian.petrequin@leclairryan.com		
Correspondent Name:	Brian L. Petrequin, Esq. c/o LeClairRyan		
Address Line 1:	One Riverfront Plaza		
Address Line 2:	1037 Raymond Blvd., 16th Floor		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	25128.0001		
NAME OF SUBMITTER:	Brian L. Petrequin		

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TRADEMARK
 REEL: 004440 FRAME: 0388

Signature:	/Brian L. Petrequin/
Date:	12/23/2010
Total Attachments: 4 source=Neilson to Food Media--Confirmatory Trademark Assignment#page1.tif source=Neilson to Food Media--Confirmatory Trademark Assignment#page2.tif source=Neilson to Food Media--Confirmatory Trademark Assignment#page3.tif source=Neilson to Food Media--Confirmatory Trademark Assignment#page4.tif	

CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Agreement") is entered into nunc pro tunc, effective as of March 8, 2010 (the "Effective Date"), between **THE NIELSEN COMPANY (US), LLC**, a Delaware limited liability company with a principal place of business of 150 North Martingale Road, Schaumburg, Illinois 60173 (hereinafter the "ASSIGNOR"), and **FOOD MEDIA GROUP, LLC**, a Delaware limited liability company with a principal place of business of 570 Lake Cook Road, Suite 106, Deerfield, Illinois 60015 (the "ASSIGNEE").

WHEREAS, as of the Effective Date of this Agreement the ASSIGNOR (a) owns all rights, interest and goodwill in the trademarks **DIRECTORY OF CONVENIENCE STORES** in the United States, including the goodwill established under this mark and the registration therefor, Registration No. 2,928,524 granted March 1, 2005 (the DCS Mark"), and (b) also owns certain rights in **MARKETING GUIDE BOOK**, an unregistered mark in the United State, including the goodwill established under this mark (collectively, the "Trademarks"); and

WHEREAS, as of the Effective Date of this Agreement and in connection with a certain Asset Purchase Agreement, dated January 31, 2010 (the "APA"), by and between ASSIGNEE and Nielsen Business Media, Inc., a Delaware corporation and an affiliate of ASSIGNOR ("NBM"), NBM intended to cause ASSIGNOR to transfer to the ASSIGNEE all of ASSIGNOR's rights, title, interest, and goodwill in the aforesaid Trademarks in the United States, including all registrations thereof and the goodwill of the business in connection with which the Trademarks are used, and the right to sue and collect remedies for prior, contemporaneous or future infringement of the Trademarks; and

WHEREAS, as of the Effective Date of this Agreement ASSIGNOR did in fact assign all rights, title, and interest in the Trademarks to ASSIGNEE, and ASSIGNOR, NBM and ASSIGNEE wish to now confirm and perfect that assignment and make concomitant confirming agreements contemplated by the APA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge:

1. **Confirmatory Assignment.** ASSIGNOR hereby confirms, sells, assigns and transfers to ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the Trademarks and trademark registration therefor (if registered), together with the goodwill of the business for which the Trademarks are used. This assignment includes all of the ASSIGNOR'S rights to register, enforce and sue for, and to receive monetary damages and equitable relief for, infringements of the Trademarks, including any which occurred prior to the date of this assignment. ASSIGNOR retains no ownership rights in the Trademarks, trademark registration or any other rights transferred to ASSIGNEE by this assignment.

2. **Representations and Warranties.** NBM hereby represents and warrants to ASSIGNEE that (a) ASSIGNOR owns all right, title and interest in and to the DCS Mark, and (b) it has the right to cause ASSIGNOR, and ASSIGNOR has the right, to assign the DCS Mark to ASSIGNEE.

3. **NBM Indemnity.** NBM hereby agrees to indemnify ASSIGNEE in accordance with Section 9.2 of the APA for a breach of the representation and warranty in Section 2 as if it were a breach of a representation or warranty in the APA.


4. **Further Assurances.** ASSIGNOR and NBM shall duly execute and deliver, or cause to be executed and delivered, to the extent provided for in the APA, all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary to more fully grant, convey, transfer, assign and deliver to and vest in ASSIGNEE the ASSIGNOR'S right, title and interest in and to the Trademarks hereby granted, conveyed, transferred, assigned and deliver or intended so to be.

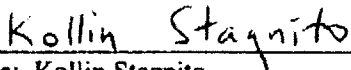
[Signatures are on the following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Confirmatory Trademark Assignment to be executed by its duly authorized officer on the date set forth below and to be effective as of the Effective Date.

THE NIELSEN COMPANY (US), LLC

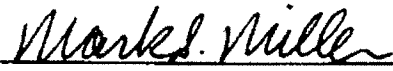
FOOD MEDIA GROUP, LLC

By: 
Name: Mary A. Dresdow
Title: Vice President and Assistant Secretary
Dated: September 24, 2010

By: 
Name: Kollin Stagnito
Title: Chief Operating Officer
Dated: ~~September~~, 2010
November 5, 2010

The undersigned acknowledges the execution of this Confirmatory Trademark Assignment and makes the representations and warranties in Section 2 herein and agrees to the terms of Section 3 herein.

NIELSEN BUSINESS MEDIA

By: 
Name: Mark Miller
Title: Vice President and Associate General Counsel
Dated: September , 2010

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 24th day of September, 2010, personally came before me **MARY A. DRESDOW**, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the **VICE PRESIDENT AND ASSISTANT SECRETARY** of **THE NIELSEN COMPANY (US), LLC**, a Delaware limited liability company; and

(b) This document was signed and delivered by **THE NIELSEN COMPANY (US), LLC**, as its voluntary act and deed by virtue of authority from its board of directors and/or managers.

Holly A. Jackson

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF)



On this 24th day of September, 2010, personally came before me **MARK S. MILLER**, and this person acknowledged under oath, to my satisfaction, that:

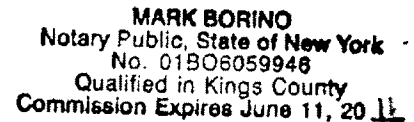
(a) This person signed, sealed and delivered the foregoing instrument as the **VICE PRESIDENT AND ASSOCIATE GENERAL COUNSEL** of **NIELSEN BUSINESS MEDIA, INC.**, a Delaware corporation; and

(b) This document was signed and delivered by **NIELSEN BUSINESS MEDIA, INC.**, as its voluntary act and deed by virtue of authority from its board of directors and/or managers.

Mark Borino

Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF *Cook*)



On this 5th day of ~~September~~ ^{November}, 2010, personally came before me **KOLLIN STAGNITO**, and this person acknowledged under oath, to my satisfaction, that:

(a) This person signed, sealed and delivered the foregoing instrument as the **CHIEF OPERATING OFFICER** of **FOOD MEDIA GROUP, LLC**, a Delaware limited liability company; and

(b) This document was signed and delivered by **FOOD MEDIA GROUP, LLC**, as its voluntary act and deed by virtue of authority from its board of directors and/or managers.

Daniel S. Marver

Notary Public

