

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
RSC The Quality Measurement Company		03/15/2013	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	MSW.ARS LLC
Street Address:	1111 Marcus Avenue
Internal Address:	Suite MZ 200
City:	Lake Success
State/Country:	NEW YORK
Postal Code:	11042
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1699374	1STEP
Registration Number:	2078587	ARS
Registration Number:	1641508	ARS PERSUASION
Registration Number:	2042954	ARSAR
Registration Number:	3306463	C2C
Registration Number:	1605891	CATS
Serial Number:	77561957	COLOR-SENSE EMOTION
Registration Number:	2083474	FAIR SHARE
Registration Number:	1697971	FIRSTSTEP
Registration Number:	1288130	OUTLOOK
Registration Number:	2265165	OUTLOOK
Registration Number:	3186136	OUTLOOK
Registration Number:	2678420	PPD

OP \$440.00 1699374

Registration Number:	1650988	PRP
Registration Number:	2047335	RSC
Registration Number:	2118805	RSC THE QUALITY MEASUREMENT COMPANY
Registration Number:	2113541	TELEVISION PREVIEW

CORRESPONDENCE DATA

Fax Number: 2029555564
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: kimberly.hoover@hkllaw.com
 Correspondent Name: Kimberly Hoover
 Address Line 1: 800 17th Street NW
 Address Line 2: Suite 1100
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	104567-18
NAME OF SUBMITTER:	Kimberly Hoover
Signature:	/Kimberly Hoover/
Date:	03/26/2013

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement"), is entered into as of March 15, 2013, by and among (i) MSW.ARS LLC a Delaware limited liability company (the "Assignee"), (ii) comScore, Inc., a Delaware corporation (the "Parent"), and (iii) RSC The Quality Measurement Company, an Indiana corporation (the "Seller" and, jointly with Parent, the "Assignors").

WITNESSETH:

WHEREAS, the Assignors own all right, title and interest in and to the trademarks and service marks listed on Schedule A hereto, (hereinafter, the "Marks") and United States Patent and Trademark Office applications and registrations pertaining thereto (hereinafter, the "Registrations"); and

WHEREAS, the Assignee desires to acquire Assignors' entire right, title and interest in and to the Marks and the Registrations, and the good will associated with the business symbolized by the Marks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

This Trademark Assignment, effective as of the later of the signature dates set forth below, shall be binding upon the parties, their successors and assigns, and all other acting by, through, with or under their direction, and all those in privity with them.

1. Assignment. Assignors hereby sell, assign and transfer and set over to Assignee, without reservation, all of Assignors' right, title and interest in and to the Marks and the Registrations, and the good will associated with the business symbolized by the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. Infringements. Assignors further assign to Assignee all proceeds to infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto for the Marks and the Registrations.

3. Further Assurances. The Assignors further covenant and agree that they shall execute such other and further instruments and documents as the Assignee may reasonably request to carry into effect or to evidence further the transfer of the Marks and the Registrations to the Assignee. The Assignee further covenants and agrees that it shall execute such other and further instruments and documents as the Assignors may reasonably request to carry into effect or to evidence further the assumption of the Marks and Registrations by the Assignee.

6. Inconsistencies. If there are any inconsistencies between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement shall control.

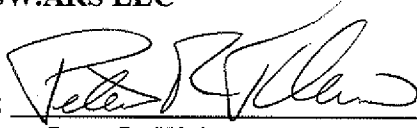
7. Governing Law. This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

8. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which when executed and delivered shall be deemed an original, and all of which, taken together, shall constitute the same agreement. This Agreement may be executed by facsimile signature, which shall be considered legally binding for all purposes. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signature Page Follows]

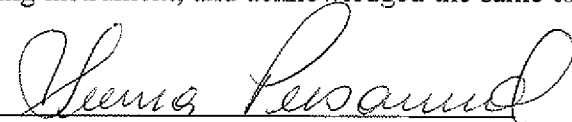
IN WITNESS WHEREOF, this Trademark Assignment and Assumption has been duly authorized and executed by the parties hereto as of the date first above written.

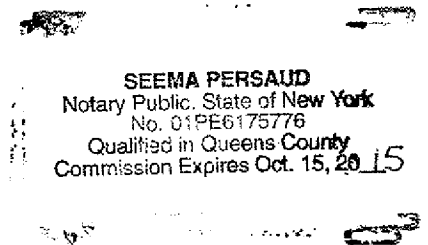
MSW.ARS LLC

By: 
Name: Peter R. Klein
Title: Manager

STATE OF _____ :
COUNTY OF _____ : ss

On this 4 day of MARCH, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared Peter R. Klein, known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.


Notary Public



COMSCORE, INC.

By: [Signature]
Name: Magid M. Abraham
Title: President and Chief Executive Officer

Commonwealth of Virginia
STATE OF

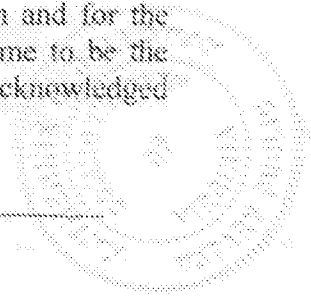
COUNTY OF Fairfax

:
: ss

On this 1st day of March, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared Magid M. Abraham known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

[Signature]
Notary Public

248067
Expires - 8/31/14



RSC THE QUALITY MEASUREMENT COMPANY

By: [Signature]
Name: Christine Lin
Title: General Counsel and Secretary

Commonwealth of Virginia
STATE OF

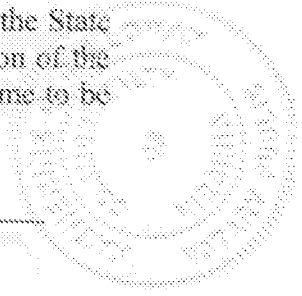
COUNTY OF Fairfax

:
: ss

On this 1st day of March, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared Christiana Lin, known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

[Signature]
Notary Public

248067
Expires - 8/31/14



SCHEDULE A
To
RSC THE QUALITY MEASUREMENT COMPANY
Trademark Assignment

Application No.	Registration No.	Mark	International Class
74/199037	1699374	1STEP & Design	35
75/028195	2078587	ARS	35
74/061905	1641508	ARS PERSUASION	35
75/003727	2042954	ARSAR	35
78/483795	3306463	C2C	35
73/835814	1605891	CATS	35
77/561957		COLOR-SENSE EMOTION	35
75/096611	2083474	FAIR SHARE	35
74/199036	1697971	FIRSTEP	35
73/430401	1288130	OUTLOOK	35
74/360191	2265165	OUTLOOK	35
78/687477	3186136	OUTLOOK	35
75/538720	2678420	PPD	35
74/066577	1650988	PRP	35
75/028194	2047335	RSC	35
75/025606	2118805	RSC THE QUALITY MEASUREMENT COMPANY	35
75/096219	2113541	TELEVISION PREVIEW	35