

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	10/31/2013

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SQAD Inc.		10/31/2013	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	SQAD LLC
<b>Street Address:</b>	303 South Broadway, Suite 108
<b>City:</b>	Tarrytown
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10591
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4033689	NETCOSTS
Registration Number:	2098914	SNAP
Registration Number:	2428589	SNAP3
Registration Number:	2057204	SNAPLINE
Registration Number:	2050786	SNAPTRAC
Registration Number:	2514646	SQAD
Registration Number:	2662898	SQAD
Registration Number:	3617739	WEBCOSTS

## CORRESPONDENCE DATA

Fax Number: 2128066006

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-806-6675

Email: tm@stroock.com

Correspondent Name: Laura Goldbard George

Address Line 1: 180 Maiden Lane, 38th Floor

Address Line 2: Stroock &amp; Stroock &amp; Lavan LLP

Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER: 004332/0001

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Laura Goldbard George
<b>SIGNATURE:</b>	/laura goldbard george/
<b>DATE SIGNED:</b>	06/26/2014
<b>Total Attachments: 6</b> source=SQAD Inc to SQAD LLC#page1.tif source=SQAD Inc to SQAD LLC#page2.tif source=SQAD Inc to SQAD LLC#page3.tif source=SQAD Inc to SQAD LLC#page4.tif source=SQAD Inc to SQAD LLC#page5.tif source=SQAD Inc to SQAD LLC#page6.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of October 31, 2013, is made and delivered by and between SQAD Inc., a New York corporation ("Assignor"), and SQAD LLC, a Delaware limited liability company ("Assignee"), pursuant to, and subject to the terms and conditions of, that certain Asset Purchase Agreement, dated as of October 31, 2013 (the "Purchase Agreement"), by and between Assignor and Assignee. Capitalized terms used in this Assignment and not otherwise defined herein will have the meanings given to such terms in the Purchase Agreement.

**WHEREAS**, Assignor desires to sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Purchased Intellectual Property, including the Purchased Intellectual Property set forth on Attachment I hereto; and

**WHEREAS**, Assignor desires to confirm Assignee's ownership of the Purchased Intellectual Property and sell, transfer, assign, convey and deliver to Assignee all right, title and interest that Assignor may have in, to and under the Purchased Intellectual Property.

**NOW, THEREFORE**, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties agree as follows:

1. Assignment. Effective as of the Closing, (i) Assignor does hereby sell, transfer, assign, convey and deliver to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in each case free and clear of all Liens other than Permitted Exceptions, in, to and under the Purchased Intellectual Property, together with all the goodwill associated therewith, the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Purchased Intellectual Property are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, and (ii) Assignee has succeeded to all right, title and standing of Assignor to (a) receive all rights and benefits pertaining to the rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the rights described above.

2. Recordation. The parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Purchased Intellectual Property.

3. Conflicts. This Assignment is being executed and delivered pursuant to, and subject to the terms and conditions of, the Purchase Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties, covenants and

agreements set forth in the Purchase Agreement. Notwithstanding anything to the contrary herein, in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control.

4. Further Assurances. After the Closing, each party shall from time to time, at the request of the other and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

5. Governing Law. This Assignment shall be governed by and construed under and in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof or any other principle that could result in the application of the laws of any other jurisdiction.


6. Counterparts. This Assignment may be executed in multiple counterparts, and by facsimile transmission or electronic mail in pdf form, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

*[The remainder of this page intentionally left blank.]*

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment of Intellectual Property as of the date first above written.

**ASSIGNOR:**

**SQAD INC.**

By:   
Name: Neil D. Klar  
Title: President

**ASSIGNEE:**

**SQAD LLC**

By: \_\_\_\_\_  
Name: David B. Ragins  
Title: Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment of Intellectual Property as of the date first above written.

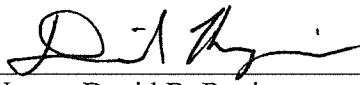
**ASSIGNOR:**

**SQAD INC.**

By: \_\_\_\_\_  
Name: Neil D. Klar  
Title: President

**ASSIGNEE:**

**SQAD LLC**

By:  \_\_\_\_\_  
Name: David B. Ragins  
Title: Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

**TRADEMARK**  
**REEL: 005309 FRAME: 0724**

Attachment I

Purchased Intellectual Property

Trademarks

<b>Trademark</b>	<b>Next Deadline</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Registered</b>	<b>Description</b>
NETCOSTS	Affidavit of Use due 10/4/2017	Registered	4,033,689	10/4/2011	Class 35 - Cost analysis services, namely, real cost assessment and cost forecasting services for network, cable and syndication television
SNAP	Renewal due 9/23/2017	Registered	2,098,914	9/23/1997	Class 9 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto
SNAP3	Renewal due 2/13/2021	Registered	2,428,589	2/13/2001	Class 35 - Data processing services in the field of television viewership measurement
SNAPLINE	Renewal due 4/29/2017	Registered	2,057,204	4/29/1997	Class 9 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto
SNAPTRAC	Renewal due 4/8/2017	Registered	2,050,786	4/8/1997	Class 9 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto
SQAD	Renewal due 12/4/2021	Registered	2,514,646	12/4/2001	Class 35 - Commercial information services, namely, providing marketing information for businesses to obtain advertising cost projections by means of computerized reports
SQAD & Design	Renewal due 12/17/2022	Registered	2,662,898	12/17/2002	Class 35 - Commercial information agencies, namely, providing marketing information for businesses to obtain advertising cost projections by means of computerized reports
WEBCOSTS (Supplemental Register)	Affidavit of Use due 5/5/2015	Registered	3,617,739	5/5/2009	Class 35 - Cost analyses services, namely, real cost assessment, real cost reporting and cost forecasting services for website display advertising

Patents

Patent	Patent No.	Issued	Inventors
System and method for Aggregating Advertising Pricing Data	7,873,541	January 18, 2011	Neil Klar Laurence Fried Donald J. Hotz Lauren Bush

Copyrights

- Media Guide - issues from Winter 2002 through Spring 2013
- Netcosts Broadcast Network, Cable Network and Syndication CPM and CPP Projections - issues from Feb. 15, 2001-Feb. 22, 2013
- SQAD Radio- issues between March 2002 and March 2013
- SPARC report 2001
- SQAD TV- issues between July 2001 and March 2013
- SQAD TV FQV-issues between May 2011 and Feb. 2013
- SQAD Hispanic-issues between June 2009 and March 2013

Domain Names

- Webcosts.com
- Sqad.com
- Sqad.net
- Sqad.tv
- Wrap.com
- Webcosts.net