

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370542

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		01/21/2016	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	comScore, Inc.		
<b>Street Address:</b>	11950 Democracy Drive, 6th Floor		
<b>City:</b>	Reston		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20190		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4119585	DIGITAL ANALYTIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<i>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.</i>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	017625.4845		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III		
<b>SIGNATURE:</b>	/jes/		
<b>DATE SIGNED:</b>	01/26/2016		
<b>Total Attachments: 5</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 21, 2016 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") pursuant to that certain Credit Agreement dated as of September 26, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Credit Agreement"), in favor of comScore, Inc., a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of September 26, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of September 26, 2013 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on September 30, 2013 at Reel 5119 Frame 0989.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, the Grantor's right, title, and interest in, to, and under solely the Trademarks, Trademark Licenses, and Proceeds listed on Schedule A attached hereto (collectively, the "Specified Collateral"), granted pursuant to the Security Agreement or Notice;

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense; and

(c) agrees to execute all documents and take all actions reasonably requested by the Grantor (at the sole cost and expense of the Grantor) to (i) terminate, cancel, discharge, and release fully the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, the Grantor's right, title, and interest in, to, and under all of the Specified Collateral, (ii) reassign and transfer any right, title, and interest that Administrative Agent or the Secured Parties may have in the Specified Collateral to the Grantor and (iii) perfect, register, or record the rights of the Grantor to the Specified Collateral.

**SECTION 3. Representations and Warranties; No Default or Event of Default.** The Grantor hereby represents and warrants that no Default or Event of Default has occurred and is continuing or would result from the assignment of the Specified Collateral. The Grantor acknowledges and agrees that

any representation or warranty made in this Release that is false or misleading in any material respect shall be an Event of Default under the Credit Agreement.

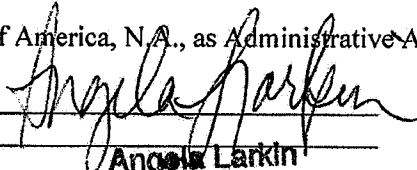
**SECTION 4. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 5. Counterparts.** This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: Angela Larkin  
Assistant Vice President

Grantor:

comScore, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

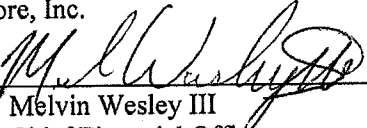
Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantor:

comScore, Inc.

By:   
Name: Melvin Wesley III  
Title: Chief Financial Officer

**Schedule A**

**comScore, Inc.  
(Delaware Corporation)**

**Registered Mark**

Mark	Reg. No.	Reg. Date
DIGITAL ANALYTIX	4119585	03/27/12