

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM370602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARKETSHARE ACQUISITION CORPORATION		01/22/2016	CORPORATION: DELAWARE
MARKETSHARE HOLDINGS, INC.		01/22/2016	CORPORATION: DELAWARE
MARKETSHARE PARTNERS, LLC		01/22/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1 NEW YORK PLAZA, 41ST FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4718797	MARKETSHARE	
Registration Number:	4718798	MARKETSHARE	
Registration Number:	2790809	MARKETINGNPV	
Registration Number:	2895012	+ - \$	
Serial Number:	86520006	MARKETSHARE DECISIONCLOUD	
Serial Number:	86519992	MARKETSHARE DECISIONCLOUD	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		

CH \$165.00 4718797

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 35613/12287

NAME OF SUBMITTER: BENJAMIN PETERSEN

SIGNATURE: /BENJAMIN PETERSEN/

DATE SIGNED: 01/27/2016

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated January 22, 2016, is made by the Persons listed on the signature page hereof (each, a “*Grantor*” and collectively, the “*Grantors*”) in favor of MORGAN STANLEY SENIOR FUNDING, INC. (“*MSSF*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Neustar, Inc, a Delaware corporation, has entered into a Credit Agreement dated as of January 22, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with MSSF, as Administrative Agent, MSSF, as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor and certain other Persons have executed and delivered that certain Security Agreement dated January 22, 2013 made by each Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated January 22, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of each Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Additional Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of each Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MARKETSHARE ACQUISITION
CORPORATION

By 
Name: Paul S. Lalljie
Title: Chief Financial Officer

Address for Notices:
c/o NeuStar, Inc.
Attn: Paul Lalljie
21575 Ridgetop Circle
Sterling, VA 20166
Facsimile: (703) 738-7413
Email: Paul.Lalljie@neustar.biz

MARKETSHARE HOLDINGS, INC.

By 
Name: Paul S. Lalljie
Title: Chief Financial Officer

Address for Notices:
c/o NeuStar, Inc.
Attn: Paul Lalljie
21575 Ridgetop Circle
Sterling, VA 20166
Facsimile: (703) 738-7413
Email: Paul.Lalljie@neustar.biz

Signature to IP Security Agreement Supplement

MARKETSHARE PARTNERS, LLC

By 
Name: Paul S. Lalljie
Title: Chief Financial Officer

Address for Notices:
c/o NeuStar, Inc.
Attn: Paul Lalljie
21575 Ridgetop Circle
Sterling, VA 20166
Facsimile: (703) 738-7413
Email: Paul.Lalljie@neustar.biz

Signature to IP Security Agreement Supplement

Schedule A

Patents

Issued Patents

Application No.	Country	File Date	Status	Publication No.	Patent No.	Issue Date	Title
2009-554723	Japan	2008-03-19	Issued	2010-522381	5453119	2014-01-10	AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2014-000424	Japan	2008-03-19	Issued	2014-059921	5688169	2015-01-30	AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2010-536213	Japan	2008-11-29	Issued	2011-505634	5374513	2013-09-27	AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
201003758-8	Singapore	2008-11-29	Issued		162042	2011-05-31	AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2009217349	Australia	2009-02-20	Issued		2009217349	2015-01-15	AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2010-547815	Japan	2009-02-20	Issued	2011-513817	5530368	2014-04-25	AUTOMATICALLY PRESCRIBING TOTAL BUDGET

Application No.	Country	File Date	Status	Publication No.	Patent No.	Issue Date	Title
							FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2011-534803	Japan	2009-10-30	Issued	2012-507804	5677967	2015-01-09	AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE ELASTICITIES OR LIFT FACTORS
201103045-9	Singapore	2009-10-30	Issued		171013	2013-11-29	AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE ELASTICITIES OR LIFT FACTORS
12/609,440	US	2009-10-30	Issued	US2010-0145793A1	8,244,571	2012-08-14	AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE ELASTICITIES OR LIFT FACTORS
13/544,871	US	2012-07-09	Issued	US2012-0316920A1	8,468,045	2013-06-18	AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE ELASTICITIES OR LIFT FACTORS
12/366,937	US	2009-02-06	Issued		8,200,741	2012-06-12	SYSTEM FOR PAUSE AND PLAY DYNAMIC DISTRIBUTED COMPUTING
12/366,958	US	2009-02-06	Issued		8,090,974	2012-01-03	STATE MACHINE CONTROLLED DYNAMIC DISTRIBUTED COMPUTING
13/315,500	US	2011-12-09	Issued		8,352,775	2013-01-08	STATE MACHINE CONTROLLED DYNAMIC DISTRIBUTED

Application No.	Country	File Date	Status	Publication No.	Patent No.	Issue Date	Title
							COMPUTING
13/721,902	US	2012-12-20	Issued		8,984,327	2015-03-17	STATE MACHINE CONTROLLED DYNAMIC DISTRIBUTED COMPUTING
2012294601	Australia	2012-08-06	Issued		2012294601	2014-12-04	CROSS-MEDIA ATTRIBUTION MODEL FOR ALLOCATION OF MARKETING RESOURCES
12/692,580	US	2012-01-22	Issued		9,177,079	2015-11-03	APPARATUS AND METHOD FOR PROCESSING MULTI-DIMENSIONAL QUERIES IN A SHARED NOTHING SYSTEM THROUGH TREE REDUCTION

Pending Patent Applications

Application No.	Country	File Date	Status	Publication No.	Patent No.	Issue Date	Title
PI0809293-1	Brazil	2008-03-19	Pending	PI0809293-1			AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2,680,826	Canada	2008-03-19	Pending				AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
08732503.1	Europe	2008-03-19	Pending	2126696			AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2015-011481	Japan	2008-03-19	Pending	2015-097119			AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR

Application No.	Country	File Date	Status	Publication No.	Patent No.	Issue Date	Title
							MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
201201920-4	Singapore	2008-03-19	Pending				AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
14/678,793	US	2015-04-03	Pending				AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
PI0819766-0	Brazil	2008-11-29	Pending	PI0819766-0			AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2,706,960	Canada	2008-11-29	Pending				AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
14/678,800	US	2015-04-03	Pending				AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
PI0907592-5	Brazil	2009-02-20	Pending	PI0907592-5			AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2,716,166	Canada	2009-02-20	Pending				AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR

Application No.	Country	File Date	Status	Publication No.	Patent No.	Issue Date	Title
							MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
14/659,440	US	2015-03-16	Pending				AUTOMATICALLY PRESCRIBING TOTAL BUDGET FOR MARKETING AND SALES RESOURCES AND ALLOCATION ACROSS SPENDING CATEGORIES
2009308819	Australia	2009-10-30	Pending				AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE ELASTICITIES OR LIFT FACTORS
PI0921697-9	Brazil	2009-10-30	Pending				AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE ELASTICITIES OR LIFT FACTORS
2,742,307	Canada	2009-10-30	Pending				AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE ELASTICITIES OR LIFT FACTORS
2015-000410	Japan	2009-10-30	Pending	2015-092392			AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE ELASTICITIES OR LIFT FACTORS
201308084-1	Singapore	2013-10-31	Pending				AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE

Application No.	Country	File Date	Status	Publication No.	Patent No.	Issue Date	Title
							ELASTICITIES OR LIFT FACTORS
13/899,241	US	2013-05-21	Pending	US2013-0332223A1			AUTOMATED SPECIFICATION, ESTIMATION, DISCOVERY OF CAUSAL DRIVERS AND MARKET RESPONSE ELASTICITIES OR LIFT FACTORS
14/622,569	US	2015-02-13	Pending				STATE MACHINE CONTROLLED DYNAMIC DISTRIBUTED COMPUTING
12/692,577	US	2010-01-22	Pending				APPARATUS AND METHOD FOR SELECTIVE MATERIALIZATION OF COMPUTATIONALLY EXPENSIVE MULTI-DIMENSIONAL TUPLES IN A SHARED NOTHING SYSTEM
12/692,579	US	2010-01-22	Pending				APPARATUS AND METHOD FOR ACCESSING MATERIALIZED AND NON-MATERIALIZED VALUES IN A SHARED NOTHING SYSTEM
201400802-3	Singapore	2012-08-06	Abandoned				CROSS-MEDIA ATTRIBUTION MODEL FOR ALLOCATION OF MARKETING RESOURCES
PCT/US14/27409	PCT	2014-03-14	Abandoned	WO/2014/152501			ITERATIVE PROCESS FOR LARGE SCALE MARKETING SPEND OPTIMIZATION
13/837,785	US	2013-03-15	Pending	US2014-0278622A1			ITERATIVE PROCESS FOR LARGE SCALE MARKETING SPEND OPTIMIZATION
14/543,613	US	2014-11-17	Pending				UNIFIED MARKETING MODEL BASED ON CONDUIT VARIABLES

Schedule B

Trademarks

Registered Trademarks

Trademark Registrant	Country	Trademark	Serial Number	Filing Date	Registration No.	Registration Date
MarketShare Partners, LLC	US	MARKETSHARE	85/934244	5/16/2013	4,718,797	04/14/15
MarketShare Partners, LLC	US	MARKETSHARE (& DESIGN)	85/934275	5/16/2013	4,718,798	04/14/15
MNPV Acquisition, LLC	US	MARKETINGNPV	76/473,001	11/27/2002	2,790,809	12/9/2003
MNPV Acquisition, LLC	US	Design Mark	76/558,653	11/10/2003	2,895,012	10/19/2004
MarketShare Partners, LLC	State of California	MARKETSHARE	115375	1/28/2014	115375	04/09/14
MarketShare Partners, LLC	State of California	MARKETSHARE (& DESIGN)	115376	1/28/2014	115376	04/09/14
MarketShare Partners, LLC	State of California	MARKETSHARE	69132	1/28/2014	69132	04/09/14
MarketShare Partners, LLC	State of California	MARKETSHARE (& DESIGN)	69133	1/28/2014	69133	04/09/14

Material Unregistered Trademarks

Trademark Registrant	Country	Trademark	Filing Date	Application No.	Status
MarketShare Partners, LLC	US	MARKETSHARE DECISIONCLOUD	1/30/2015	86520006	PENDING

MarketShare Partners, LLC	US	MARKETSHARE DECISIONCLOUD (& DESIGN)	1/30/2015	86519992	PENDING
MarketShare Partners, LLC	Taiwan	RAPIDROI	1/9/2009	098000744	Pending
MarketShare Partners, LLC	UAE	ACE	1/13/2009	124693	Pending
MarketShare Partners, LLC	UAE	RAPIDROI	1/8/2009	152628	9/25/2011
MarketShare Partners, LLC	International	ACE	1/8/2009	990760	DELETED
MarketShare Partners, LLC	International	RAPIDROI	1/8/2009	990758	DELETED

Schedule C

Copyrights

None.