

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE NIELSEN COMPANY (US), LLC		12/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CLARITAS, LLC		
Street Address:	53 Brown Road		
City:	Ithaca		
State/Country:	NEW YORK		
Postal Code:	14850		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3545958	BUSINESS-FACTS	
Registration Number:	1443709	BUSINESS-FACTS	
Registration Number:	1499354	CLARITAS	
Registration Number:	2913465	CONNEXIONS	
Registration Number:	3204767	CONSUMER TRADE AREAS	
Registration Number:	2579244	CONSUMERPOINT	
Registration Number:	2930745	CULTURE POINT MODEL	
Registration Number:	1453745	DAYTIME POPULATION	
Registration Number:	2127296	DEMOGRAPHICS USA	
Registration Number:	2075237	FINANCIAL CLOUT	
Registration Number:	2196887	MARKET AUDIT	
Registration Number:	3029703	OPPORTUNITY FINDER	
Registration Number:	3824860	P\$YCLE	
Registration Number:	1410464	POP-FACTS	
Registration Number:	1410929	POP-FACTS	
Registration Number:	3513145	PRIMELOCATION	
Registration Number:	3909845	PRIZM	
Registration Number:	4267240	SITEREPORTS	
Registration Number:	1413799	YPD	
TRADEMARK			

CH \$490.00 3545958

CORRESPONDENCE DATA**Fax Number:** 9175229573*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) 735-8683**Email:** msegui@morrisoncohen.com**Correspondent Name:** Jessica L. Lipson**Address Line 1:** 909 Third Avenue, 27th Floor**Address Line 2:** c/o Morrison Cohen LLP**Address Line 4:** New York, NEW YORK 10022

NAME OF SUBMITTER:	Jessica L. Lipson
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SIGNATURE:	/Jessica L. Lipson/
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DATE SIGNED:	01/10/2017
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Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of December 30, 2016, is made and entered into by and among THE NIELSEN COMPANY (US), LLC, a Delaware limited liability company (“**Assignor**”), and CLARITAS, LLC (f/k/a Cobra Acquisition Buyer, LLC), a Delaware limited liability company (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined herein).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations set forth in Exhibit A hereto (the “**Marks**”); and

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”) pursuant to which Assignee has acquired from Assignor certain of its assets, including the Marks.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Marks herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees, at the expense of Assignee, and as Assignee may reasonably request, to take such actions and execute further assignments and documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee.

3. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Marks as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

5. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

6. Representations and Warranties. None of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be abrogated, enlarged, modified or altered in any way by execution and acceptance of this Assignment.

7. Governing Law. The laws of the State of New York shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and any exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the Parties arising out of or relating to this Assignment and any exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

8. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the Parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

9. Amendments; No Waiver. Any provision of this Assignment may be waived, amended, modified or supplemented if, and only if, such amendment or waiver is in writing and signed by each Party hereto. No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

10. No Third Party Beneficiaries. This Assignment is for the sole benefit of the Parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.

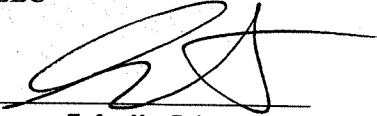
11. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile, pdf or other electronic signature pages), all of which together shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be executed effective on the date first written above.

ASSIGNOR:

THE NIELSEN COMPANY
(US), LLC

By: 
Name: Eric M. Rubenstein
Title: Vice President

ASSIGNEE:

CLARITAS, LLC

By: _____
Name: Adam Glucksman
Title: Authorized Person

[Signature Page to US and Canada Trademark Assignment]

TRADEMARK
REEL: 005963 FRAME: 0707

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment Agreement to be executed effective on the date first written above.

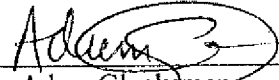
ASSIGNOR:

THE NIELSEN COMPANY
(US), LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

CLARITAS, LLC

By:  _____
Name: Adam Glucksman
Title: Authorized Person

[Signature Page to US and Canada Trademark Assignment]

EXHIBIT A
U.S. TRADEMARKS

Mark	App. No./ Reg. No.	Filing Date/ Registration Date	Status	Class	Current Recorded Owner
BUSINESS-FACTS	3545958	December 16, 2008	Registered	016 - Comprehensive printed demographic reports featuring information about retail business locations, market research and business evaluation data of consumer demographics. 035 - Providing business demographic and market research information services to others through a computer network; providing an on-line computer database in the field of business demographic and market research information.	The Nielsen Company (US), LLC
BUSINESS-FACTS	1443709	June 16, 1987	Registered	035 - Providing business demographic and market research information services to others in the form of information systems, reports and data bases.	The Nielsen Company (US), LLC
CLARITAS	1499354	August 9, 1988	Registered	009 - Computer programs in the field of geographic and demographic target marketing.	The Nielsen Company (US), LLC
CONNEXIONS	2913465	December 21, 2004	Registered	009 - Computer readable media, namely, CD-ROMs, magnetic tape, and diskettes, containing databases featuring demographic information about the communications industry for use in predicting demand for and use of communications products and services. 035 - Preparing customized market research reports for	The Nielsen Company (US), LLC

Mark	App. No./ Reg. No.	Filing Date/ Registration Date	Status	Class	Current Recorded Owner
				others on consumer attitudes, demographics and purchasing behavior in the communications industry for use in predicting demand for and use of communications products and services.	
CONSUMER TRADE AREAS	3204767	January 30, 2007	Registered	035 - Market research services; providing demographic, market research and analysis information.	The Nielsen Company (US), LLC
CONSUMERPOINT	2579244	June 11, 2002	Registered	09 - Computer programs, browser enabled computer software in the fields of geographic and business demographic research and analysis, marketing and market analysis, mapping, researching and analyzing consumer behavior, creating cross-tabulations, geodemographic data analysis and mapping that allows users to compare, manipulate and integrate internal and external data to identify and target high-opportunity customers and prospects, and develop customer acquisition and retention strategies.	The Nielsen Company (US), LLC
CULTURE POINT MODEL	2930745	March 08, 2005	Registered	035 - Business management and market research consultation services, market research services relating to product sales, use, distribution, advertising, and personal demographics.	The Nielsen Company (US), LLC
DAYTIME POPULATION	1453745	August 18, 1987	Registered	042 - Providing demographic services and analysis.	The Nielsen Company (US), LLC
DEMOGRAPHICS USA	2127296	January 6, 1998	Registered	016 - Books dealing with population and socio-economic statistics for specific	The Nielsen Company (US), LLC

Mark	App. No./ Reg. No.	Filing Date/ Registration Date	Status	Class	Current Recorded Owner
				geographic areas.	
FINANCIAL CLOUT	2075237	July 1, 1997	Registered	036 - Providing information concerning current year estimates for all financial products including traditional bank investment and insurance products, at five year projections of usage rates and dollar volume for a wide variety of financial products and services by means of an on-line computer database.	The Nielsen Company (US), LLC
MARKET AUDIT	2196887	October 20, 1998	Registered	009 - Computer databases recorded on electronic media containing information relating to statistical analysis of consumer purchasing and/or use of financial products and services.	The Nielsen Company (US), LLC
OPPORTUNITY FINDER	3029703	December 13, 2005	Registered	035 - Market research and business and sales management consultation services.	The Nielsen Company (US), LLC
PSYCLE	3824860	July 27, 2010	Registered	009 - Demographic data provided in computer-readable electronic media.	The Nielsen Company (US), LLC
POP-FACTS	1410464	September 23, 1986	Registered	016 - Comprehensive printed demographic reports relating to population, housing and income data currently and/or with five year projections.	The Nielsen Company (US), LLC
POP-FACTS	1410929	September 23, 1986	Registered	042 - Demographic services for population, housing and income data for current years and/or five year projections.	The Nielsen Company (US), LLC

Mark	App. No./ Reg. No.	Filing Date/ Registration Date	Status	Class	Current Recorded Owner
PRIMELOCATION	3513145	October 07, 2008	Registered	<p>009 - Computer software that provides real-time, integrated business management intelligence by combining information from various databases and presenting it in an understandable user interface.</p> <p>035 - Market research, statistical evaluations of marketing data, research and consulting services in the field of marketing, demographic forecasting, geographic and demographic market analysis, computerized database management services, providing online computer databases in the field of demographics, market reports and studies, market analysis services.</p>	The Nielsen Company (US), LLC
PRIZM	3909845	January 25, 2011	Registered	<p>009 - Electronic database of demographic segmentation information and information in the field of demographic, geographic, and market research information recorded on computer media.</p> <p>035 - Market research services, namely, reviewing, analyzing and codifying demographic, geographic, and market research information for clients; providing demographic segmentation information based on demographic, geographic, and</p>	The Nielsen Company (US), LLC

Mark	App. No./ Reg. No.	Filing Date/ Registration Date	Status	Class	Current Recorded Owner
				market research information; providing an online computer database featuring market research segmentation information that enables users to view and classify such segmentation information.	
SITEREPORTS	4267240	January 1, 2013	Registered	035 - Market research services; conducting demographic analysis, studies and reports for marketing purposes; marketing and demographic research services and reports; providing online demographic, census, population, business, and geographic area research and reports all for market analysis purposes.	The Nielsen Company (US), LLC
YPD	1413799	October 14, 1986	Registered	042 - Providing access time to a computer data base in the demographics field for yellow page directory areas.	The Nielsen Company (US), LLC

INTERNATIONAL TRADEMARKS

Country	Mark	App. No./ Reg. No.	Filing Date/ Registration Date	Status	Class	Current Recorded Owner
Canada	PRIZM	TMA681750	February 16, 2007	Registered	Computer programs which distill demographic and behavioral data to allow users to identify, understand and target current and prospective customers.	The Nielsen Company (US), LLC
Canada	PRIZM CANADA	TMA473959	March 27, 1997	Registered	Computer programs in the field of geographic and demographic target marketing; rendering demographic research services.	The Nielsen Company (US), LLC
United Kingdom	PRIZM	1323287	August 16, 1991	Registered	042 - Research services relating to demographics, included in class 42.	The Nielsen Company (US), LLC