

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Nielsen Company, LLC		12/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The NPD Group, Inc.		
<b>Street Address:</b>	900 West Shore Road		
<b>City:</b>	Port Washington		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11050		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2753695	BOOKSCAN	
<b>Registration Number:</b>	2610398	PUBEASY	
<b>Registration Number:</b>	1450012	PUBNET	
<b>Registration Number:</b>	2975150	PUBNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8882291178		
<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>	917 410 7941		
<b>Email:</b>	Mark@Zeisler-law.com		
<b>Correspondent Name:</b>	Mark N. Mutterperl		
<b>Address Line 1:</b>	750 Third Avenue		
<b>Address Line 2:</b>	9th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Mark N. Mutterperl		
<b>SIGNATURE:</b>	/Mark N. Mutterperl/		
<b>DATE SIGNED:</b>	01/30/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of December 30, 2016 (the "Effective Date") is between THE NIELSEN COMPANY (US), LLC, a Delaware limited liability company ("Assignor"), and THE NPD GROUP, INC., a New York corporation ("Assignee"), and is entered into in connection with that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement").

WITNESSETH:

**WHEREAS**, for good and valuable consideration and pursuant to the Purchase Agreement, and upon the terms and conditions set forth below, Assignor desires to assign all of its right, title, and interest in and to the trademarks identified on Schedule A attached hereto and the U.S. federal trademark registrations associated therewith (the "Trademarks") to Assignee, and Assignee desires to accept such assignment.


**NOW, THEREFORE**, in consideration of the transactions contemplated by the Purchase Agreement and this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, conveys and transfers unto Assignee all right, title, and interest in and to the Trademarks, including the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to any priorities based on the filing of the aforesaid applications, and the right to the goodwill associated with the Trademarks.
2. 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 such execution and acceptance of this Agreement.
3. Terms of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[the next page is the signature page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE NIELSEN COMPANY (US), LLC

By   
Name: Eric M. Rubenstein  
Title: Vice President

THE NPD GROUP, INC.

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

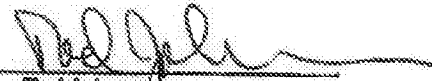
[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE NIELSEN COMPANY (US), LLC

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

THE NPD GROUP, INC.

By:   
Name: Tod Johnson  
Title: Chairman and CEO

[Signature Page to Trademark Assignment Agreement]

Schedule A

Trademarks

<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
United States	BOOKSCAN	2,753,695	Aug-19, 2003
United States	PUBEASY	2,610,398	Aug-20, 2002
United States	PUBNET	1,450,012	Jul-28, 1987
United States	PUBNET	2,975,150	Jul-26, 2005

PUBTRACK DIGITAL (U.S. Common law rights)  
PUBTRACK CHRISTIAN (U.S. Common law rights)  
PUBTRACK HIGHER-ED (U.S. Common law rights)