

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wavecontrol Services Limited		12/16/2016	Company: CYPRUS
RECEIVING PARTY DATA			
Name:	The Nielsen Company (US), LLC		
Street Address:	85 Broad Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3944451	VISUALDNA	
Registration Number:	4315183	VISUALDNA	
Registration Number:	4247761	YOUNIVERSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.813.5900		
Email:	assignments@fzlj.com		
Correspondent Name:	Tamar Niv Bessinger		
Address Line 1:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 2:	4 Times Square, 17th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Tamar Niv Bessinger		
SIGNATURE:	/tnb/		
DATE SIGNED:	04/05/2017		
Total Attachments: 8			
source=Signed and Redcated Assignment#page1.tif			
source=Signed and Redcated Assignment#page2.tif			
source=Signed and Redcated Assignment#page3.tif			

CH \$90.00 3944451

source=Signed and Redcated Assignment#page4.tif
source=Signed and Redcated Assignment#page5.tif
source=Signed and Redcated Assignment#page6.tif
source=Signed and Redcated Assignment#page7.tif
source=Signed and Redcated Assignment#page8.tif

DATED 16 December, 2016

Wavecontrol Services Limited

and

The Nielsen Company (US), LLC

IP ASSIGNMENT

IP ASSIGNMENT

DATE: 16 December 2016

BETWEEN:

- (1) **Wavecontrol Services Limited**, a company incorporated under the laws of Cyprus, with company number HE 339937, whose registered office is at Ioanni Stylianou 6, 2nd Floor, Flat/Office 202, 2003 Nicosia, Cyprus ("**Assignor**"); and
- (2) **The Nielsen Company (US), LLC**, a company incorporated under the laws of the State of Delaware, United States of America, with company number 3587365, whose registered office is at 850 New Burton Road, Suite 201, Dover, County of Kent, 19904, Delaware, USA ("**Assignee**").

RECITALS:

- (A) Pursuant to a Sale and Purchase Agreement dated 16 December, 2016 between the Assignor as Seller and the Assignee and A.C. Nielsen Company Limited as Purchasers, (the "**Purchase Agreement**"), the Assignor has sold to the Purchasers, and the Purchasers have purchased from Seller, the Shares (as defined in the Purchase Agreement) and certain assets of the Assignor.
- (B) In connection with the Purchase Agreement, the Assignor has agreed to assign the Assigned IP (as defined below) to the Assignee in accordance with the terms of this agreement (the "**Agreement**").

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 Unless otherwise specified in this Agreement, all defined terms will have the meaning provided in the Purchase Agreement.
- 1.2 Further definitions:
 - (a) "**Assigned Domain Names**" means the internet domain names identified in Schedule 3.
 - (b) "**Assigned IP**" means the: (i) Assigned Patents; (ii) Assigned Trade Marks; (iii) Assigned Domain Names; and (iv) Assigned Unregistered IP Rights.
 - (c) "**Assigned Patents**" means the patents identified in Schedule 1.
 - (d) "**Assigned Trade Marks**" means the trade marks identified in Schedule 2.
 - (e) "**Assigned Registered IPRs**" means the Assigned Patents and the Assigned Trade Marks.
 - (f) "**Effective Date**" means 16 December, 2016.
 - (g) "**Assigned Unregistered IP Rights**" means the unregistered Intellectual Property of the Assignor exclusively related to the Business, including but not limited to any unregistered Intellectual Property identified in Schedule 4 but excluding the Excluded IP.

2. ASSIGNMENT AND ACCEPTANCE OF REGISTERED IP RIGHTS

2.1 Assignor hereby assigns to Assignee and Assignee hereby accepts all of Assignor's right, title, and interest in and to:

- (a) the Assigned Registered IPRs;
- (b) all rights of action pertaining to the Assigned Registered IPRs, including, without limitation, the right to sue and recover for past, present and future infringement of the Assigned Registered IPRs;
- (c) the right to claim priority, file foreign counterparts, and make applications for reissue and re-examination with respect to any of the Assigned Patents; and
- (d) the goodwill of the Business connected with the use of and symbolised by the Assigned Trademarks, including all rights of action pertaining to such goodwill.

3. ASSIGNMENT AND ACCEPTANCE OF ASSIGNED DOMAIN NAMES

3.1 Assignor hereby assigns to Assignee and Assignee hereby accepts all of Assignor's right, title, and interest in and to the Assigned Domain Names.

4. ASSIGNMENT AND ACCEPTANCE OF ASSIGNED UNREGISTERED IP RIGHTS

4.1 Assignor hereby assigns to Assignee and Assignee hereby accepts all of Assignor's right, title, and interest in and to:

- (a) the Assigned Unregistered IP Rights; and
- (b) all rights of action pertaining to the Assigned Unregistered IP Rights, including, without limitation, the right to sue and recover for any past, present or future infringement or misappropriation of the Assigned Unregistered IP Rights.

5. REPRESENTATIONS AND WARRANTIES

This Assignment is executed for the purpose of evidencing and confirming the transfer of the Assigned IP to the Assignee as provided in the Purchase Agreement. Nothing contained in this Assignment is intended to modify or add to any of the provisions of the Purchase Agreement, including any of the representations, warranties, covenants or indemnities set forth in the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will prevail.

6. GOVERNING LAW & JURISDICTION

The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with, English law and the parties hereto submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

7. GENERAL

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart shall constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement shall not be effective until the Effective Date and each party has executed at least one counterpart.

In witness whereof, the Parties hereto have executed this Agreement on the date below, their respective names to be effective as of the Effective Date:

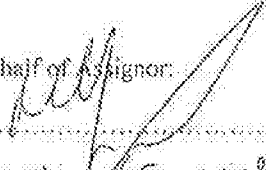
Signed for and on behalf of Assignor:

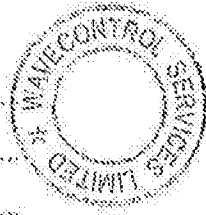
Signature:

Name:

Title:

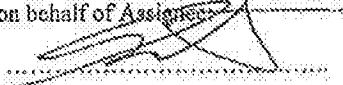
Date:


.....
Mervin Gorniel
Director



16 December 2016

Signed for and on behalf of Assignee:



Signature: 

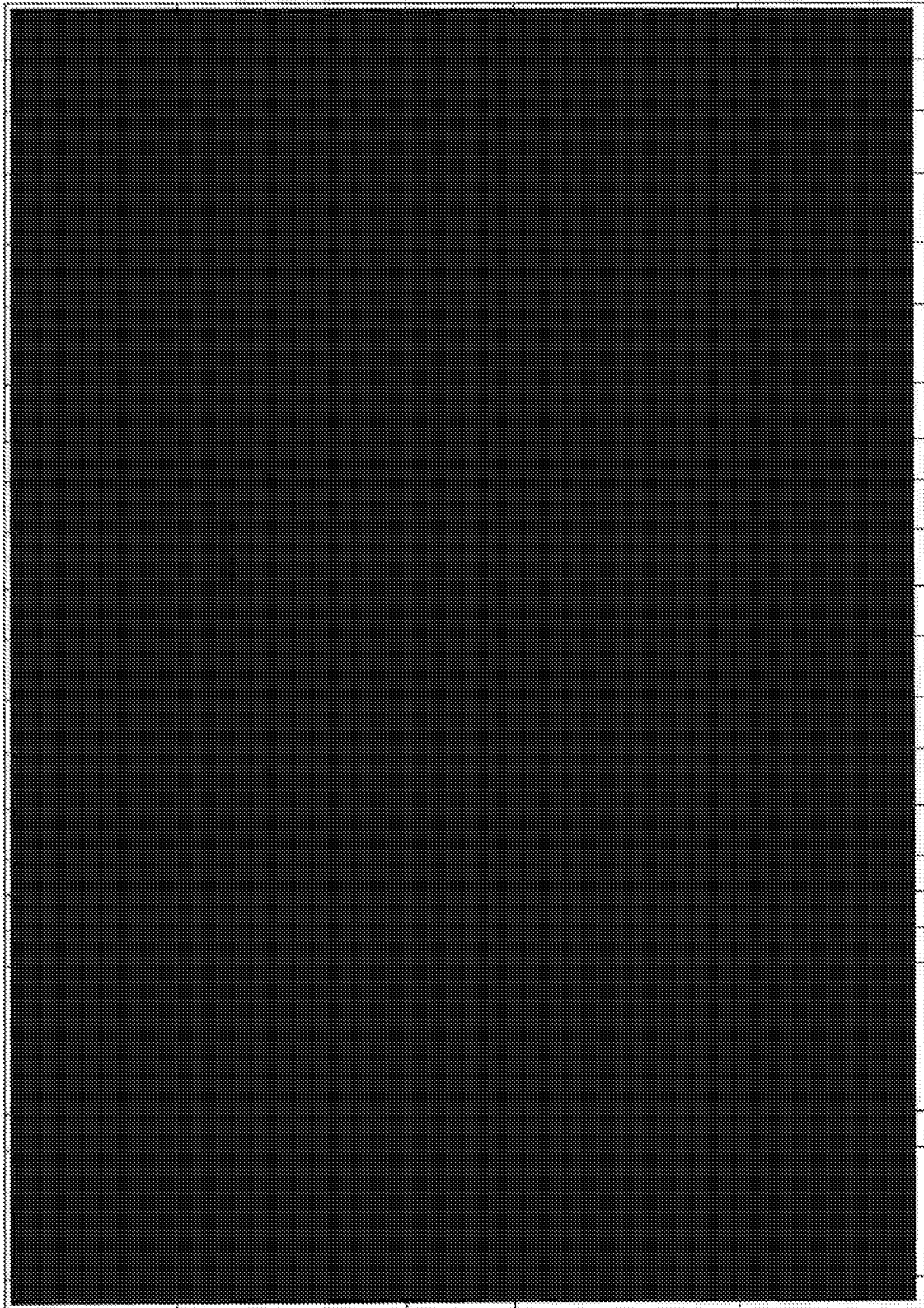
Name: Eric M. Rubenstein

Title: Vice President


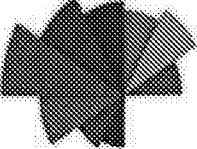

Date: 16 DECEMBER 2016

SCHEDULE 2 - ASSIGNED TRADEMARKS

Mark	Graphic	Territory	Registration Number	Classes
VISUALDNA		US	77035898/3944451	35,42
VISUALDNA		US	77258529/4315183	45



MAGINI		US	79128666/4690258 (international registration number 1156443)	35,38,41,42,45
--------	--	----	--	----------------

YOUNIVERSE	YOUNIVERSE	US	77258430/4247761	35,38,41,42,45
WHY		US	1180968/1180968	9, 35, 42
WHYANALYTIC S		US	79138190/4709936 (international registration number 1181023)	9, 35, 42
No verbal elements		US	79139030/4676965 (international registration number 1183123)	9, 35, 42
No verbal elements		US	79138230/4647066 (international registration number 1181167)	9, 35, 42
No verbal elements		US	79138354/4647068 (international registration number 1181425)	9, 35, 42