

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visual IQ, Inc.		02/07/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4931647	VISUAL IQ	
Registration Number:	4776669	IQ DEPLOY	
Registration Number:	4726367	IQ DEPLOY	
Registration Number:	4106701	IQ SAGE	
Registration Number:	4106700	IQ SAGE	
Registration Number:	4089909	IQ ENVOY	
Registration Number:	4089907	IQ ENVOY	
Registration Number:	4599484	IQ INSIGHT	
Registration Number:	4599483	IQ INSIGHT	
Registration Number:	4067869	TRUEMETRICS	
Registration Number:	4067868	TRUEATTRIBUTION	
Registration Number:	3951597	AUDIENCE IQ	
Registration Number:	3674035	VISUAL IQ	
Registration Number:	3674034	VISUAL IQ	
Serial Number:	87548149	TRUEMETRICS	
Serial Number:	87548146	TRUEATTRIBUTION	
Serial Number:	87548144	IQ SAGE	
CORRESPONDENCE DATA			

OP \$440.00 4931647

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	02/08/2018
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Total Attachments: 9

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SUPPLEMENT IP SECURITY AGREEMENT, dated as of February 7, 2018 (“**Supplement**”), to the Intellectual Property Security Agreement, in favor of CITIBANK, N.A., as Collateral Agent for the First Lien Secured Parties (the “**Collateral Agent**”) by the New Grantor party identified on the signature page hereto (the “**New Grantor**”).

A. Reference is made to (i) the Fourth Amended and Restated Credit Agreement, dated as of April 22, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Nielsen Finance LLC (“**U.S. Borrower**”), Nielsen Holding and Finance B.V. (formerly known as VNU Holding and Finance B.V.), TNC (US) Holdings Inc. (formerly known as VNU, Inc.), the Guarantors party thereto from time to time, the Lenders and other parties thereto from time to time and Citibank, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer and (ii) the Amended and Restated Intellectual Property Security Agreement, dated as of August 9, 2006, and amended and restated as of June 23, 2009, among the U.S. Borrower, the Collateral Agent and the other Grantors parties thereto (as further amended, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

C. The New Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit and to induce the providers under each Permitted Debt Offering Agreement to extend credit.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. The New Grantor, as security for the payment and performance in full of the First Lien Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the First Lien Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor’s right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) identified on Schedule I attached hereto (the “**Supplemental Collateral**”). The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery by facsimile or email of an executed counterpart of a signature page to this Supplement shall be effective as delivery of an original executed counterpart of this Supplement.

SECTION 3. Intentionally Omitted.

SECTION 4. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of

the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

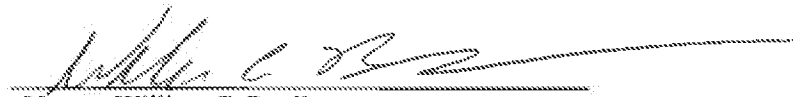
SECTION 8. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

VISUAL IQ, INC.,
as New Grantor

By:



Name: William C. Bradley
Title: Vice President and Treasurer

Legal Name:	Visual IQ, Inc.
Jurisdiction of Formation:	Delaware
Location of Chief Executive office:	85 Broad Street New York, NY 10004

CITIBANK, N.A.,
as Collateral Agent

By: Caesar Wyszomirski
Name: Caesar Wyszomirski
Title: Director & Vice President

SCHEDULE I

INTELLECTUAL PROPERTY

U.S. COPYRIGHTS

U.S. Copyright Registrations

None.

Pending U.S. Copyright Applications for Registration

None.

PATENTS¹

U.S. Patent Registrations

<u>Patent Numbers</u>	<u>Issue Date</u>	<u>Title</u>
9183562	11/10/2015	Method and System for Determining Touchpoint Attribution

U.S. Patent Applications

<u>Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
13789453	03/07/2013	A Method, Computer Readable Medium and System for Determining Touchpoint Attribution
13789459	03/07/2013	Method, Computer Readable Medium and System for Determining True Scores for a Plurality of Touchpoint Encounters
14145521	12/31/2013	Marketing Portfolio Optimization
14322353	07/02/2014	Performing Interactive Updates to a Precalculated Cross-Channel Predictive Model
14465838	08/22/2014	Apportioning a Media Campaign Contribution to a Media Channel in the Presence of Audience Saturation
14584494	12/29/2014	Media Spend Optimization Using Engagement Metrics in a Cross-Channel Predictive Model
14584588	12/29/2014	Real-Time Marketing Portfolio Optimization and Reapportioning
14585728	12/30/2014	Validation Of Bottom-Up Attributions To Channels In An Advertising Campaign
14823670	08/11/2015	Enhancing Touchpoint Attribution Accuracy Using Offline Data Onboarding
14969773	12/15/2015	System For Marketing Touchpoint Attribution Bias Correction
14972801	12/17/2015	Real-Time Marketing Campaign Stimuli Selection Based On User Response Predictions
14973246	12/17/2015	Determining Touchpoint Attributions In A Segmented Media Campaign
14978403	12/22/2015	Determining Media Spend Apportionment Performance
14978489	12/22/2015	Managing Digital Media Spend Allocation Using Calibrated User-Level Attribution Data
14978609	12/22/2015	Managing Digital Media Spend Allocation Using Calibrated User-Level Response Data

¹ Outstanding liens: Silicon Valley Bank security interest executed 1/3/2017 and recorded 1/5/2017 at reel/frame 040860/0479.

<u>Patent Application No.</u>	<u>Filing Date</u>	<u>Title</u>
15132683	04/19/2016	Optimizing Promotional Offer Mixes Using Predictive Modeling
15137628	04/25/2016	Brand Engagement Touchpoint Attribution Using Brand Engagement Event Weighting
15490751	04/18/2017	Media Spend Management Using Real-Time Predictive Modeling Of Touchpoint Exposure Effects
15490757	04/18/2017	Cross-Device Message Touchpoint Attribution
15491903	04/19/2017	Media Spend Management Using Real-Time Predictive Modeling Of Media Spend Effects On Inventory Pricing
15491908	04/19/2017	Dynamic Media Buy Optimization Using Attribution-Informed Media Buy Execution Feeds
15630806	06/22/2017	Machine Learning Techniques That Identify Attribution Of Small Signal Stimulus In Noisy Response Channels
15603352	05/23/2017	Cross-Channel Predictive Model

TRADEMARK/TRADE NAMES²

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
VISUAL IQ	4931647	04/05/2016
IQ DEPLOY	4776669	07/21/2015
IQ DEPLOY	4726367	04/28/2015
IQ SAGE	4106701	02/28/2012
IQ SAGE	4106700	02/28/2012
IQ ENVOY	4089909	01/24/2012
IQ ENVOY	4089907	01/24/2012
IQ INSIGHT	4599484	09/09/2014
IQ INSIGHT	4599483	09/09/2014
TRUEMETRICS	4067869	12/06/2011
TRUEATTRIBUTION	4067868	12/06/2011
AUDIENCE IQ	3951597	04/26/2011
VISUAL IQ	3674035	08/25/2009
VISUAL IQ	3674034	08/25/2009

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
TRUEMETRICS	07/29/2017	87548149 (Pending ITU)
TRUEATTRIBUTION	07/29/2017	87548146 (Pending ITU)
IQ SAGE	07/29/2017	87548144 (Pending ITU)

State Trademark Registrations

[List in alphabetical order by state/numerical order by trademark no. within each state]

<u>State</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
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Trade Names

<u>Country(s) Where Used</u>	<u>Trade Names</u>
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² Outstanding lien: Silicon Valley Bank security interest executed 1/3/2017 and recorded 1/5/2017 at reel/frame 5955/0800.