

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456857

<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 (US), LLC		12/29/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RESEARCH HORIZONS LLC		
<b>Street Address:</b>	6423 Montgomery St.		
<b>City:</b>	Rhinebeck		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12572		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5023827	POPREWARDS	
<b>Registration Number:</b>	5023825	POPREWARDS	
<b>Registration Number:</b>	2888099	REWARDTV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325767		
<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>	215-569-5767		
<b>Email:</b>	perry@blankrome.com		
<b>Correspondent Name:</b>	David M. Perry		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>NAME OF SUBMITTER:</b>	David M. Perry		
<b>SIGNATURE:</b>	/David M. Perry/		
<b>DATE SIGNED:</b>	01/04/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 29, 2017 (the "Effective Date") is between The Nielsen Company (US), LLC, a Delaware limited liability company ("Assignor"), and RESEARCH HORIZONS LLC, a Delaware limited liability company ("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**, Assignor is the owner of all right, title and interest in and to the trademarks identified on Schedule A attached hereto and the U.S. federal trademark registrations associated therewith and also described on Schedule A (collectively, the "Trademarks"); and

**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 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 Assignment.

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 Assignment 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 Assignment 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 Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[The next page is the signature page.]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

**THE NIELSEN COMPANY (US), LLC**

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

**RESEARCH HORIZONS LLC**

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

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.


**THE NIELSEN COMPANY (US), LLC**

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

**RESEARCH HORIZONS LLC**

By:   
Name: Allen R. DeCotiis  
Title: Chief Executive Officer

Schedule A

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
United States	popREWARDS	5,023,827	August 16, 2016
United States	 The logo for popREWARDS features the word "pop" in a lowercase, sans-serif font with a circular graphic element above the "o", followed by "REWARDS" in a bold, uppercase, sans-serif font.	5,023,825	August 16, 2016
United States	REWARDTV	2,888,099	September 28, 2004