

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490024

| | | | |
|---|---|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Partial Release of Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A. | | 09/14/2018 | Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Nielsen IAG, Inc. | | |
| Street Address: | 770 Broadway | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10003 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2888099 | REWARDTV | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 6142803566 | | |
| Email: | james.murray@wolterskluwer.com, ECarrera@cahill.com | | |
| Correspondent Name: | James Murray | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |
| DATE SIGNED: | 09/14/2018 | | |
| Total Attachments: 6 | | | |
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| source=Nielsen - Citi Trademark Release#page2.tif | | | |
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OP \$40.00 2888099

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Citibank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 14, 2018

- Assignment
- Security Agreement
- Other Partial Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Nielsen IAG, Inc.

Street Address: 770 Broadway

City: New York

State: NY

Country: USA Zip: 10003

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

2,888,099

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

September 14, 2018

Date

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), dated as of September 14, 2018 (the “Effective Date”), is made by CITIBANK, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of August 9, 2006, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered an Intellectual Property Security Agreement and Supplements thereto (collectively, the “IP Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement Supplement No. 7 was recorded with the United States Patent and Trademark Office on July 22, 2008 at Reel/Frame 3820/0163; and

WHEREAS, in reliance of the Grantor’s representations, warranties and certifications concerning the transactions referenced in that certain Officer’s Certificate, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the IP Security Agreements.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the IP Security Agreements (the “Released Collateral”). If and to the extent that the Agent has acquired any right, title or interest in and to the Released Collateral under the IP Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Collateral and to no other collateral arising under the Security Agreement or the IP Security Agreements (the “Retained Collateral”). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the IP Security Agreements with respect to all such Retained Collateral, and the Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

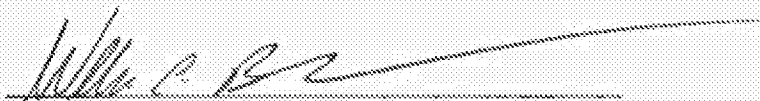
CITIBANK, N.A., acting in its capacity as
Collateral Agent

By: Caesar W Wyszomirski
Name: CAESAR W WYSZOMIRSKI
Title: VP

Acknowledged and agreed:

NIELSEN IAG, INC.

By:

A handwritten signature in black ink, appearing to read 'William C. Bradley', is written over a horizontal dotted line.

Name: William C. Bradley
Title: Authorized Signatory

SCHEDULE A

Released Collateral

| OWNER | COUNTRY | TRADEMARK | REG. NO. | REG. DATE |
|-------------------|----------------|------------------|-----------------|--------------------|
| Nielsen IAG, Inc. | United States | REWARDTV | 2,888,099 | September 28, 2004 |