

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GfK Custom Research, LLC		10/10/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ipsos Public Affairs LLC		
Street Address:	1271 Avenue of the Americas		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4217584	BIG FUTURE	
Registration Number:	4217570	CONX	
Registration Number:	3363778	KNOWLEDGE PANEL	
Registration Number:	3452594	NEWPRODUCTWORKS	
CORRESPONDENCE DATA			
Fax Number:	4123556501		
<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:	(412) 355-6271		
Email:	patricia.foley@klgates.com		
Correspondent Name:	Mark R. Leslie		
Address Line 1:	210 Sixth Avenue		
Address Line 2:	K&L Gates Center		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-2613		
NAME OF SUBMITTER:	Mark R. Leslie		
SIGNATURE:	/Mark R. Leslie/		
DATE SIGNED:	03/08/2019		
Total Attachments: 18			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

as of 10 October 2018

between

GfK Custom Research, LLC, a Delaware limited liability company, with its principal place of business at 200 Liberty Street, 4th Floor, New York, NY 10281,

("Assignor")

and

Ipsos Public Affairs LLC, a Delaware limited liability company, with its principal place of business at 1271 Avenue of the Americas, 15th Floor, New York NY 10020

("Assignee")

Assignor and Assignee are collectively referred to as the "**Parties**" and each individually as a "**Party**".

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LIST OF ANNEXES

Annex	Title
Annex P3	Assigned IP Rights

LIST OF DEFINITIONS

Term	Definition
Affiliate	shall mean any affiliated company or entity within the meaning of sec. 15 <i>et seq.</i> German Stock Corporation Act (<i>AktG</i>)
Agreement	shall mean this Intellectual Property Assignment Agreement
Assigned IP Rights	has the meaning given in Preamble 3
Assignee	has the meaning set out in the parties' section of this Agreement
Assignor	has the meaning set out in the parties' section of this Agreement
Closing Date	shall have the meaning assigned to it in the SPA
GfK	has the meaning given in Preamble 1
Owned IP Rights	has the meaning assigned to it in the SPA
Party / Parties	has the meaning set out in the parties' section of this Agreement
Purchaser	has the meaning given in Preamble 1
Purchaser Group Company	has the meaning assigned to it in the SPA
Rules	has the meaning given in Section 7.6
Seller Group Company	has the meaning assigned to it in the SPA
SPA	has the meaning given in Preamble 1
Transaction	has the meaning given in Preamble 1

PREAMBLE

1. On 28/29 July 2018, GfK SE, a European stock corporation (*Societas Europaea*) incorporated under the laws of Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Nuremberg (*Nürnberg*) under number HRB 25014 and with business address at Nordwestring 101, D-90419 Nuremberg ("GfK"), entered into a Master Share and Asset Purchase Agreement (notarial deed no. R1732/2018 of the notary Dr. Adolf Reul in Munich) ("SPA") with IPSOS S.A., a stock corporation (*Société Anonyme*) incorporated under French law and registered under number 304 555 634 RCS Paris and with business address at 35, rue du Val de Marne, 75013 Paris ("Purchaser"), pursuant to which GfK agreed to sell and transfer a part of its research business through assets and including shares in certain subsidiaries to Purchaser and certain designated subsidiaries of Purchaser ("Transaction").
2. As part of the Transaction and under Section 2.3.1 of the SPA, GfK sold the Owned IP Rights to Purchaser. GfK agreed to assign, and agreed to procure that the other Seller Group Companies who may have any right in these assign, the Owned IP Rights to Purchaser or any Purchaser Group Company designated by Purchaser in accordance with Section 2.3.2 of the SPA.
3. Purchaser has notified GfK in line with Section 2.3.2 of the SPA that the Owned IP Rights set out in Annex P3 ("Assigned IP Rights") shall be assigned by Assignor to Assignee.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1 Assignment

- 1.1 With effect as of the Closing Date, and as part of the Transaction, Assignor hereby assigns (überträgt) to Assignee the Assigned IP Rights, including all rights, privileges and advantages thereto with effect *in rem* (*dingliche Wirkung*), including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringement and claims and,
 - (a) with respect to any trademarks and service marks, the assignment of such trademarks and service marks is made together with the goodwill of the business symbolized by such trademarks and service marks and the registrations and applications thereof; and

- (b) with respect to any patents and/or patent applications, all right, title and interest in and to each of the patents and their respective registrations, including all divisional, renewal, substitute, continuation and applications based in whole or in part upon such patents and any and all letters patent and reissues and extensions and every proprietary right that is or may be predicated upon or arise from the patents; as well as with the authorization to file patent applications in any or all countries on any or all the patents in the name of Assignor or in the name of Assignee, as may be advisable, and under covenant, not only that full power to make the same is had by Assignor, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that Assignor will do all acts reasonably serving to ensure that the patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this Assignment had not been made, and particularly to execute and deliver to Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and substance which may be requested by Assignee, to furnish Assignee with all facts relating to said patents or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be of the patents, and to testify in any proceedings relating to the patents.

Assignee hereby accepts the assignment.

- 1.2 Should Assignee identify within 12 months after Closing Date, that certain other intellectual property rights sold under the SPA are not covered by Annex P3 and also not already covered by an intellectual property assignment agreement substantially equivalent to this Agreement, Assignee shall promptly notify the Assignor and the Assignor shall transfer such rights at the expense of the Assignee as soon as possible under the same terms as under this Agreement with retroactive effect as from Closing Date:
- 1.3 To the extent other Seller Group Companies have any right in the Assigned IP Rights and such right is not already covered by an intellectual property assignment agreement substantially equivalent to this Agreement, Assignor ensures that these Seller Group Companies also transfer all of their rights, title and interest to Assignee in the same scope as under this Agreement.
- 1.4 If and to the extent the intended assignment of the Assigned IP Rights pursuant to Section 1.1 or 1.2 is not or cannot be effected for whatever reason, Assignor and Assignee shall cooperate and agree on such reasonable and mutually acceptable arrangements as are required in order to cause effective and valid assignment or put Assignee economically in the same position it would have been in had such assignment been effected (e.g. by granting an exclusive and unrestricted usage right to the Assigned IP Rights).

- 1.5 To the extent not in the possession or under the control of Assignee on the Closing Date, Assignor shall, without undue delay after the Closing Date, deliver to Assignee all files and documents relating to the Assigned IP Rights which are in the possession or under the control of Assignor or its Affiliates (including files and documents held by outside counsel), including, without limitation, any correspondence with national and international authorities (in particular patent and trademark authorities and institutions as well as domain name registrars), service providers, outside counsel and third parties.

Section 2 Consideration

The purchase price (plus applicable VAT, if any) to be paid by Assignee to Assignor for the Assigned IP Rights is set out in **Annex P3**. The payments pursuant to this Section 2 shall be made in full without deduction or withholding of or in respect of any taxes or duties. If a deduction or withholding of or in respect of any taxes or duties is required by law, then Assignee shall be obliged to gross-up the relevant amount so that Assignor receives an amount which (after making any deduction or withholding of or in respect of any taxes or duties) leaves an amount equal to the full payment which would have been due pursuant to this Section 2 if no such deduction or withholding had been required. Any credit or refund obtained and utilized by Assignor in relation to such deduction or withholding shall be paid by Assignor to Assignee. The purchase price shall be paid at the latest thirty (30) days after the Closing Date to a bank account to be specified by the Assignor.

Section 3 Further Assurances

- 3.1 Following the Closing Date, Assignor shall, at its own cost, promptly execute such documents and do such acts and things as Assignee may require under applicable law for the purpose of giving to Assignee the full benefit of all the provisions of this Agreement and of enabling the Assignee to unrestrictedly use the Assigned IP Rights from the Closing Date. The Assignor's obligations under this Section 3.1 shall include assisting Assignee in:
- (i) making any recording with any relevant intellectual property offices or other competent authorities or registries;
 - (ii) registering Assignee as applicant for, or proprietor of, the Assigned IP Rights;

- (iii) with regard to any domain names forming part of the Assigned IP Rights, transferring technical control over the domain names to Assignee (including, where required by Assignee, any change of administrative or technical contact, change of registrar, or change of webhost); and
 - (iv) bringing, conducting, defending or settling any actions, claims or proceedings relating to any of the rights assigned by this Agreement, and providing Assignee with all information and other assistance required by Assignee in that respect.
- 3.2 Assignor shall do the following, at Assignee's cost, pending formal registration or recording of the assignment of the Assigned IP Rights to Assignee:
- (i) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
 - (ii) if legally required to do so, promptly satisfy all official actions issued by any relevant intellectual property office or other authority or registry;
 - (iii) provide Assignee with all information and other assistance required to enable Assignee to prepare, file or prosecute applications comprised in or relating to the Assigned IP Rights; and
 - (iv) ensure that copies of all correspondence that it, or its sub-licensees, agents and/or distributors, receive (including any renewal advice or other notification received from any relevant intellectual property office or other competent authority) are promptly forwarded to the Assignee.
- 3.3 In case Assignor does not perform, as soon as reasonably practicable after Assignee's written request, any action required of Assignor under Section 3.1 and 3.2, then Assignee may perform the relevant action itself on behalf of Assignor. Strictly for and limited to this purpose, Assignor hereby appoints Assignee as its attorney-in-fact (with full power of substitution and re-substitution) with the power and authority to cause the performance of the relevant actions required under Section 3.1 and 3.2; Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply.
- 3.4 The power of attorney granted under Section 3.3 is irrevocable as long as any of Assignor's corresponding obligations under this Agreement remain undischarged.

Section 4 Representations and Warranties

The Parties are in agreement that the representations and warranties as well as the provisions on indemnification pursuant to the SPA shall be in lieu of any representations, warranties and liability of Assignor under this Agreement. Hence, Assignor makes no representation or warranty of any kind, neither express nor implied, and assumes no liability whatsoever towards Assignee in respect of the Assigned IP Rights under this Agreement.

Section 5 Confidentiality

- 5.1 Subject to any other Section of this Agreement, each of the Parties shall treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement and shall not disclose to any third party the content of this Agreement. The Parties shall take all necessary actions to ensure that no accidental or unauthorised disclosure of the existence or contents of this Agreement occurs.
- 5.2 Section 5.1 shall not prohibit disclosure or use of any information if and to the extent:
- (i) the disclosure or use is required by law, by enforceable order of a court or administrative authority or by any stock exchange on which the shares of a Party or its holding company are listed;
 - (ii) the disclosure or use is required to vest the full benefit of this Agreement in either Party (e.g. any recordings with any intellectual property office or authority);
 - (iii) the disclosure or use is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement or any other agreement or document entered into under or pursuant to this Agreement or the Transaction;
 - (iv) the disclosure is made to a tax authority in connection with the tax affairs of the disclosing Party or Assignee;
 - (v) the disclosure is made to any Party's Affiliates or to any Party's or any Party's Affiliates' directors, officers, employees or other personnel who have a need to know and are bound by similar confidentiality obligations and restrictions which are at least as strict as those set out in this Section 5;

- (vi) the disclosure is made to professional advisers or actual or potential financiers of any Party on a need-to-know basis and on terms that such professional advisers or financiers undertake to comply with the provisions of Section 5.1 in respect of such information as if they were a party to this Agreement or are bound by professional secrecy obligations;
 - (vii) the information is or becomes publicly available (other than by breach of this Agreement);
 - (viii) the information becomes available to a Party bound by this Section 5 from a source which is not bound by any obligation of confidentiality in relation to such information (as can be demonstrated by such Party's written records and other reasonable evidence); or
 - (ix) the other Parties have given prior written approval to the disclosure or use,
- 5.3 provided that prior to disclosure or use of any information pursuant to Section 5.2(i), (ii) or (iii), the Party concerned shall, where not prohibited by law, consult with the other Parties insofar as is reasonably practicable or possible.

Section 6 Notices

All notices, requests and other communications hereunder shall be made in writing in the English language and delivered by hand, by courier, by telefax or by e-mail to the person at the address set forth below, or such other person or address as may be designated by the respective Party to the other Party in the same manner. Any notice, request or other communication made in the electronic form (Section 127 para. 3 of the German Civil Code (*BGB*)) shall be deemed to be in writing for all purposes of this Agreement:

To Assignor:

GfK SE
Attn.: Dr. Markus Althoff
General Counsel EMEA
Head of Corporate Office
GfK SE
Nordwestring 101

D-90419 Nuremberg
Germany
email: markus.althoff@gfk.com

To Assignee:

IPSOS SA
Attn. Rupert van Hüllen
Global Privacy Officer
35, rue du Val de Marne
75013 Paris
France
e-mail: rupert.vanhullen@ipsos.com

Section 7 Miscellaneous

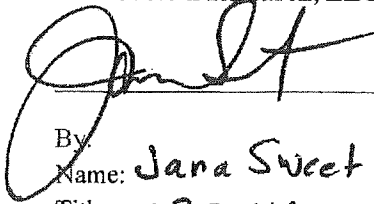
- 7.1 Subject to the provisions of the SPA, this Agreement contains all agreements between the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. In the case of a conflict between the provisions of this Agreement and the SPA, this Agreement shall be interpreted to give full force and effect to the provisions of the SPA. The exhibits to this Agreement are an integral part of this Agreement and any reference to this Agreement encompasses this Agreement and its exhibits.
- 7.2 This Agreement (including this Section 7.2) may be amended or waived (*aufgehoben*) only if such amendment or waiver (*Aufhebung*) is (i) by written instrument executed by all Parties and explicitly referring to this Agreement or (ii) by notarized deed, if required by law.
- 7.3 Except as expressly set forth in this Agreement, no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party.
- 7.4 Neither this Agreement nor any provision contained in this Agreement is intended to confer any rights or remedies upon any person or entity other than the Parties.

- 7.5 This Agreement shall be governed and construed in accordance with the laws of Germany, excluding (i) its conflict of laws rules to the extent they relegate to foreign jurisdictions (*Weiterverweisung auf ausländische Rechtsordnungen*) and (ii) the United Nations Convention on Contracts for the International Sale of Goods.
- 7.6 Any dispute arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be finally settled, under exclusion of any state court's competence (except for proceedings for temporary or interlocutory relief), by arbitration in accordance with the arbitration rules of the International Chamber of Commerce (the "**Rules**") by three arbitrators appointed in compliance with said Rules. Each arbitrator shall be eligible for the office of a judge in Germany. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitration proceedings shall be English, provided that no Party shall be under an obligation to provide to the arbitral tribunal English translations of any documents in the German language that are submitted for evidence purposes. Any Party to this Agreement shall have the right to have recourse to and shall be bound by the pre-arbitral referee procedure of the International Chamber of Commerce in accordance with its Rules for a pre-arbitral referee procedure.
- 7.7 The default venue shall be the courts of Munich, Germany.
- 7.8 Assignee hereby appoints attorneys of K&L Gates based in Germany as its agent for service of process (*Zustellungsbevollmächtigter*) for all legal proceedings involving Assignee arising out of or in connection with this Agreement. This appointment shall only terminate upon the appointment of another agent for service of process domiciled in Germany, provided that the agent for service of process is an attorney admitted to the German bar (*in Deutschland zugelassener Rechtsanwalt*) and his appointment has been notified to and approved in writing by Assignor (which approval shall not be unreasonably withheld). Assignee shall promptly after the date hereof and upon the appointment of any new agent for service of process (as the case may be) issue to the agent a written power of attorney (*Vollmachtsurkunde*) and shall irrevocably instruct the agent to submit such deed in connection with any service of process under this Agreement.
- 7.9 Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision. The same shall apply: (i) if the Parties have unintentionally failed to address a certain matter in this Agreement (*Regelungslücke*); in this case a suitable and equitable provision shall be deemed to

have been agreed upon which comes as close as possible to what the Parties, in the light of the intent and purpose of this Agreement, would have agreed upon if they had considered the matter; or (ii) if any provision of this Agreement is invalid because of the scope of any time period or performance stipulated herein; in this case a legally permissible time period or performance shall be deemed to have been agreed which comes as close as possible to the stipulated time period or performance.

[Signature Page]


GfK Custom Research, LLC


By: _____
Name: Jana Sweet
Title: CFO NA

By: _____
Name: _____
Title: _____

[Signature Page IP Assignment Agreement]

Ipsos Public Affairs LLC



Name: Laurence Stoclet

Function:

ANNEX P3
ASSIGNED IP RIGHTS
(see attachment)

Annex P3 to the IP Transfer Agreement – GfK Custom Research, LLC

1. Patents

Owner	Description	Country	Application Date	Application Number	Granting Date	Registration Number	Status
GfK Custom Research, LLC	System and method for expediting information display	US	21.09.2007	11/903272	31.07.2012	8234627	Granted
GfK Custom Research, LLC	Method and system for providing multi-dimensional feedback	US	29.09.2006	11/541330	01.03.2011	7899700	Granted
GfK Custom Research, LLC	Survey assignment method	US	18.12.2000	09/740515	11.09.2007	7269570	Granted

2. Trademarks

Type of Trademark (word / figurative)	Application / Registration Number	Mark	Registered Proprietor / Applicant	Territory	Application / Registration Date	Expiry Date (where already registered)	Classes of Registered Trademarks
Word mark	85553614 / 4217584	BIG FUTURE	GfK Custom Research, LLC	US	27.02.2012 / 02.10.2012	02.10.2018 (cannot be extended due to technical reasons)	35
Word mark	3499118	Corporate Reputation Scorecard	GfK Custom Research LLC	EU	31.10.2003/ 27.05.2005	31.10.2023	35
Word mark	85553349 / 4217570	CONX	GfK Custom Research, LLC	US	27.02.2012 / 02.10.2012	02.10.2018 (has been extended)	35
Word mark	78928320 / 3363778	KNOWLEDGE PANEL	GfK Custom Research, LLC	US	7.12.2006 / 1.1.2008	01.01.2028	35
Word mark	77254790 / 3452594	NEW/PRODUCTWORKS	GfK Custom Research, LLC	US	14.08.2007 / 24.06.2008	25.06.2028	43

3. Domains

Domain Name	Territory	Expiration Date	Domain Holder
chatsurvey.net	US	03.03.2023	GfK Custom Research Inc.
knowledgepanelrewards.com	US	22.04.2019	GfK Custom Research, LLC
MyViews.com	US	20.12.2019	GfK Custom Research, LLC
strvsurvey.com	US	29.01.2019	GfK Custom Research Inc.

Purchase Price: EUR 3,294,000,00