# OP \$40.00 4221147

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM514823

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		03/18/2019	Association: UNITED STATES

#### **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: 1**

Property Type	Number	Word Mark
Registration Number:	4221147	THE CAMBRIDGE GROUP

#### CORRESPONDENCE DATA

**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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

**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:	03/18/2019

#### **Total Attachments: 6**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Plea	se record the attached documents or the new address(es) below.
Name of conveying party(les):	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?
Cilibank, N.A.	Name: The Nielsen Company (US), LLC
Individual(s) Association Partnership Limited Partnership Corporation- State: Other Citizenship (see guidelines) USA Additional names of conveying parties attached? Yes No 3. Nature of conveyance/Execution Date(s): Execution Date(s)March 18, 2019 Assignment Merger Security Agreement Change of Name Other Partial Release of Security Interest	Street Address: 85 Broad Street  City: New York  State: NY  Country USA Zip: 10004  individual(s) Citizenship  Association Citizenship  Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship  Citizenship  Citizenship  Street Address: 85 Broad Street  Zip: 10004  Limited Partnership  Citizenship  Corporation Citizenship  Street Address: 85 Broad Street  Zip: 10004  Citizenship  Citizenship  Citizenship  Street Address: 85 Broad Street  Zip: 10004  Citizenship  Citizenship  Citizenship  Street Address: 85 Broad Street  Zip: 10004  Citizenship  Citizenship  Citizenship  Citizenship USA-DE  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 A. Trademark Application No.(s)  Text  See Schedule A	I identification or description of the Trademark.  8. Trademark Registration No.(s)  See Schedule A  Additional sheet(s) attached? [X] Yes   No.
G. Identification or Description of Trademark(s) (and Filing     S. Name & address of party to whom correspondence concerning document should be mailed:     Section Description:	Date if Application or Registration Number is unknown):  6. Total number of applications and registrations involved:
Name: Elsine Carrera, Senior Paralegal Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 2/6 Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3365	Deposit Account Number
Docket Number:	Authorized User Name
	LLL March 19, 2019
Signature Eleine Carrera	Date
Name of Person Signing	Total number of pages including cover 8 sheet, attachments, and document:

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.D. Box 1450, Alexandria, VA 22313-1450

#### PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of March 18, 2019 (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 Intellectual Property Security Agreement, dated as of August 9, 2006, by and among the Agent, the Grantor and certain other parties thereto (as amended and restated as of June 23, 2009 and as otherwise 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 a Supplement IP Security Agreement(the "IP Security Agreement"), dated as of October 23, 2015, for recordal with the United States Patent and Trademark Office;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on November 30, 2015 at Reel/Frame 5678/0392; and

WHEREAS, in reliance of the Grantor's representations, warranties and certifications concerning the transactions referenced in that certain Officer's Certificate dated March 18, 2019, 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. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the IP Security Agreement.
- 2. <u>Partial Release</u>. 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 registration set forth in Schedule A attached hereto, arising under the Security Agreement and the IP Security Agreement (the "<u>Released Collateral</u>"). If and to the extent that the Agent has acquired any right, title or interest in and to the Released Collateral under the Security Agreement or the IP Security Agreement, 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. <u>Limitation</u>. This Partial 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 Agreement (the "<u>Retained Collateral</u>"). 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 Agreement 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 Partial Release.
- 4. <u>Further Assurances</u>. 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 Partial Release.

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

[Signature Page Follows]

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

By: Collow W. Wygonin Name: Calsar Wyszofmirski Title: Vice president

Acknowledged and agreed:

THE NIELSEN COMPANY (US), LLC

Ву:

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

[Trademark Release Signature Page]

TRADEMARK

REEL: 006593 FRAME: 0867

# SCHEDULE A

### Released Collateral

COUNTRY	TRADEMARK	REG. NO.	REG. DATE
United States	THE CAMBRIDGE GROUP	4221147	October 9, 2012

**RECORDED: 03/18/2019**