

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kantar LLC		03/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AdWanted USA, Inc.		
Street Address:	275 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1685263	SRDS	
Registration Number:	0272605	STANDARD RATE & DATA SERVICE	
Registration Number:	2620528	DIRECT MARKETING LIST SOURCE	
Registration Number:	2205172	DIRECT MARKETING LIST SOURCE	
Registration Number:	2208404	TV & CABLE SOURCE	
Registration Number:	2668200	NEWSPAPER ADVERTISING SOURCE	
Registration Number:	2208363	NEWSPAPER ADVERTISING SOURCE	
Registration Number:	2534201	DIRECTNET	
Registration Number:	2750950	WHERE MEDIA DECISIONS ARE MADE	
Registration Number:	3096981	MARKET OPPORTUNITY REPORTER	
Registration Number:	2801955	HISPANIC MEDIA & MARKET SOURCE	
CORRESPONDENCE DATA			
Fax Number:	2126888315		
<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:	212-688-5151		
Email:	pgrassi@gibney.com		
Correspondent Name:	Paolo Grassi		
Address Line 1:	665 Fifth Avenue		

OP \$290.00 1685263

Address Line 4:	New York, NEW YORK 10022
NAME OF SUBMITTER:	Paolo Grassi
SIGNATURE:	/Paolo Grassi/
DATE SIGNED:	04/28/2020
Total Attachments: 5 source=TM assignment Ad Wanted (01381510x7A624)#page1.tif source=TM assignment Ad Wanted (01381510x7A624)#page2.tif source=TM assignment Ad Wanted (01381510x7A624)#page3.tif source=TM assignment Ad Wanted (01381510x7A624)#page4.tif source=TM assignment Ad Wanted (01381510x7A624)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Assignment”), dated as of March 31, 2020 (the “Effective Date”) is made by and between Kantar LLC, a Delaware limited liability company, with an address at 3 World Trade Center, 175 Greenwich Street, New York, NY 10006 (“Assignor”) and AdWanted USA, Inc., a Delaware corporation, with an address at 275 Madison Avenue, New York, NY 10016 (“Assignee”). Assignor and Assignee are each referred to herein as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined herein shall have those meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks identified on Exhibit A attached hereto, together with the goodwill associated therewith (the “Trademarks”);

WHEREAS, pursuant to and as a condition to the Closing of that certain Asset Purchase Agreement, dated as of the Effective Date (the “Asset Purchase Agreement”), by and between PERQ/HCI LLC, a Delaware limited liability company (“PERQ/HCI”) and Assignee, PERQ/HCI agrees to cause Assignor to transfer, convey and assign to Assignee all of Assignor’s right, title and interest in and to the Trademarks; and

WHEREAS, Assignor now desires to transfer and assign to Assignee, and Assignee desires to accept, all of Assignor’s right, title and interest in and to the Trademarks, effective as of the Effective Date, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Assignment**. Assignor hereby conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby accepts, Assignor’s entire right, title, and interest in and to the Trademarks, whether statutory or at common law, together with all goodwill arising from or related to the Business symbolized by the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, and assigns, including the right to (a) all income, royalties and payments now or hereafter due or payable with respect thereto, (b) apply for, make filings, and maintain all registrations, applications and renewals thereof, and (c) sue for and receive all damages accruing from past, present and future infringement, misappropriation or violation of the Trademarks and the right to fully and entirely stand in the place of Assignor in all matters related thereto, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Further Assurances**. Assignor shall take such actions and execute such documentation that may be reasonably necessary to effectuate the assignment, transfer, and

conveyance of the Trademarks to Assignee, and upon written request from Assignee and at Assignee's sole expense, to record the assignment with the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and any domestic or foreign intellectual property office, registrar or regulatory agency. Assignor hereby authorizes the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record Assignee as the owner of the Trademarks in accordance with the terms of this Assignment and to issue any such trademark registration, certificate or document in the United States and Canada in the name and for the benefit of Assignee.

3. **Binding Effect.** The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

4. **Governing Law.** This Assignment shall be governed under the laws of the State of New York, without regard to its conflict of law principles or the conflict of law principles of any other jurisdiction.

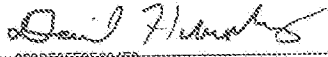
5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument, and each of which shall be valid and binding upon the Parties. This Assignment may be executed and delivered by electronic mail in “portable document format” (“pdf”), which will have the same effect as original signatures.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives.

KANTAR LLC

By: SUMMER (BC) BIDCO B LLC, Sole Member

By: DocuSigned by:

060DF5FF0E23AF9
Name: David Humphrey
Title: Authorized Representative
Date: 31 March 2020

(Signature Page to Trademark Assignment Agreement)

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives.

ADWANTED USA, INC.

By:  _____

Name: Emmanuel DEBUYCK, président

Title:

Date: march 31st, 2020

(Signature Page to Trademark Assignment Agreement)

**TRADEMARK
REEL: 006924 FRAME: 0743**

Exhibit A – TRADEMARKS

Registered Trademarks:

Jurisdiction	Trademark	Registration No.
Canada	SRDS	TMA444706
Canada	SRDS	TMA681991
United States	SRDS	1685263
United States	STANDARD RATE & DATA SERVICE	272605
United States	DIRECT MARKETING LIST SOURCE	2620528
United States	DIRECT MARKETING LIST SOURCE	2205172
United States	TV & CABLE SOURCE	2208404
United States	NEWSPAPER ADVERTISING SOURCE	2668200
United States	NEWSPAPER ADVERTISING SOURCE	2208363
United States	DIRECTNET	2534201
United States	WHERE MEDIA DECISIONS ARE MADE	2750950
United States	MARKET OPPORTUNITY REPORTER	3096981
United States	HISPANIC MEDIA & MARKET SOURCE	2801955

Unregistered Trademarks:

- **BUSINESS MEDIA ADVERTISING SOURCE**
- **CONSUMER MEDIA ADVERTISING SOURCE**
- **OUT-OF-HOME ADVERTISING SOURCE**
- **PRINT MEDIA PRODUCTION SOURCE**
- **RADIO ADVERTISING SOURCE**