

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RENTRAK CORPORATION		12/31/2020	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	COMSCORE, INC.		
Street Address:	11950 Democracy Drive		
Internal Address:	Suite 600		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2914430	BOX OFFICE ESSENTIALS	
Registration Number:	4623956	ECR	
Registration Number:	4623957	ECR	
Registration Number:	4580500	ESSENTIALS	
Registration Number:	4451803	ESSENTIALS	
Registration Number:	4564754	EXACT COMMERCIAL RATINGS	
Registration Number:	4515402	EXACT COMMERCIAL RATINGS	
Registration Number:	2085412	FILMSOURCE	
Registration Number:	1964310	FILMSOURCE	
Registration Number:	2925920	HOME VIDEO ESSENTIALS	
Registration Number:	4829753	INTERNATIONAL BOX OFFICE ESSENTIALS	
Registration Number:	4829754	INTERNATIONAL BOX OFFICE ESSENTIALS	
Registration Number:	4675447	ITVX	
Registration Number:	3004003	ONDEMAND ESSENTIALS	
Registration Number:	4504488	POSTTRAK	
Registration Number:	3135716	RETAIL ESSENTIALS	
Registration Number:	4719101	STATIONVIEW ESSENTIALS	
Registration Number:	4719102	STATIONVIEW ESSENTIALS	

CH \$515.00 2914430

Property Type	Number	Word Mark
Registration Number:	5187507	SWIFT
Registration Number:	3449265	TV ESSENTIALS

CORRESPONDENCE DATA

Fax Number: 2155683439

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: 215-568-3100

Email: bhipdocket@bakerlaw.com, kbovard@bakerlaw.com, jdale@bakerlaw.com

Correspondent Name: Kevin M. Bovard

Address Line 1: 2929 Arch Street

Address Line 2: Cira Centre, 12th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2891

ATTORNEY DOCKET NUMBER: 048270.000013

NAME OF SUBMITTER: Judy Dale-Paralegal

SIGNATURE: /Judy Dale/

DATE SIGNED: 01/06/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT and the schedules attached hereto (this "Agreement"), effective as of December 31, 2020 ("Effective Date"), is made and entered into by and among **RENTRAK CORPORATION**, an Oregon corporation, with its principal place of business at 7700 NE Ambassador Place, Portland, OR 97220 (the "Assignor"), and **COMSCORE, INC.**, a Delaware corporation, with its principal place of business at 11950 Democracy Drive, Suite 600, Reston, VA 20190 ("Assignee"), and, together with the Assignor, the "Parties" and, each individually, a "Party").

1. Definitions. As used in this Agreement, the following terms will have the meanings specified below:

"Copyrights" means all works of authorship, copyrightable works, all copyrights, documentation, websites, content, images, art, graphics, text, photographs, artwork, audiovisual works, sound recordings, graphs, drawings, reports, analyses, writings, compositions and other works of authorship and copyrightable subject matter, and all applications, registrations, and renewals in connection therewith (including any moral and economic rights, however denominated).

"Intellectual Property Rights" means collectively any and all rights (anywhere in the world, whether statutory, common law or otherwise) with respect to: (a) Copyrights; (b) Patents; (c) Technology; (d) Trade Secrets; (e) Trademarks; (f) all internet domain names, whether or not trademarked, registered in any generic top level domain by any authorized private registrar or Governmental Authority; (g) all industrial designs and all variants of industrial designs, whether or not registered or the subject of an application for registration and whether or not registrable; (h) all databases and data collections and all rights therein throughout the world; (i) marketing, servicing, financial, supplier, personnel and other information and materials; (j) customer lists, customer contact and registration information, customer correspondence and customer purchasing histories; (k) all other proprietary rights; and (l) any rights to pursue, recover or retain damages, costs or attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.

"Patents" means (a) patents and patent applications listed on Schedule A ("Listed Patents"); (b) patents or patent applications (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority and are filed as a continuation, continuation-in-part or divisional application, and/or (iii) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); and (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models.

"Technology" means any and all: (a) technology, technical expertise, compositions of matter, formulae, algorithms, procedures, processes, methods, techniques, know-how,

ideas, creations, inventions, discoveries, developments and improvements (whether patentable or unpatentable and whether or not reduced to practice); (b) technical, engineering, manufacturing, and product information and materials; (c) specifications, designs, models, devices, machines, articles of manufacture, prototypes, schematics and development tools; (d) research data, technical data, databases and other compilations and collections of data or information; and (e) tangible embodiments of any of the foregoing, in any form or media whether or not specifically listed herein.

“Trade Secrets” means confidential or non-public business information, including manufacturing processes, know-how, ideas, developments, drawings, specifications, business plans and other confidential or proprietary information and rights.

“Trademarks” means (a) trademarks, service marks, trade dress, logos, slogans, trade names, and corporate names, listed or described on Schedule B (“Listed Trademarks”); and (b) together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, extensions, and renewals in connection with the Listed Trademarks.

2. Assignment and Transfer. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to any and all of the Intellectual Property Rights owned or otherwise held by Assignor, without limitation, the right to claim priority rights from any of the foregoing (collectively, the “Assigned Intellectual Property”).

3. Recordation. Assignor hereby authorizes the Commissioner of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

4. Further Assurances. Assignor will, at its own cost and expense, promptly execute and deliver to the Assignee any documents necessary to complete the timely transfer of the Assigned Intellectual Property to the Assignee. In addition, Assignor will sign all lawful papers reasonably requested by the Assignee, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, to aid the Assignee, its successors, assigns, and nominees to obtain and enforce protection for the Assigned Intellectual Property as requested by the Assignee from time to time. Assignor will not execute any agreements or take any actions inconsistent with this Agreement.

5. Representations and Warranties. Assignor represents and warrants that it has the right to enter into and perform this Agreement and to grant the assignments provided in Section 2.

6. Irrevocable and Binding Assignment. Assignor acknowledges that this Agreement is irrevocable and binding on Assignor’s successors and assigns. Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; or (b) enjoin, restrain or otherwise hinder the Assignee’s exercise of any of the rights granted herein.

7. Entire Agreement; Amendment. This Agreement constitute the entire agreement among the Parties and supersede all other prior agreements and understandings, both written and

oral, among or between any of the Parties with respect to the subject matter hereof and thereof, including any term sheet, letter of intent or confidentiality agreement entered into by or among any of the Parties or their respective affiliates. Each schedule to this Agreement will be considered incorporated into this Agreement. Any amendments, or alternative or supplementary provisions, to this Agreement must be made in writing and duly executed by the Assignor and the Assignee.

8. Non-Waiver. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement or to exercise any right or privilege in this Agreement conferred, or the waiver by such Party of any breach of any of the terms, covenants or conditions of this Agreement, will not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party.

9. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof will be struck from the remainder of this Agreement, which will remain in full force and effect. This Agreement will be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the Parties under this Agreement.

10. Other Remedies. Except as otherwise expressly provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

11. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and those persons (or categories of persons) specifically described herein, and, except as aforesaid, no provision of this Agreement will be deemed to confer any remedy, claim or right upon any third Party.

12. Assignment; Successors. Assignee may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Assignor. Either Party may assign its rights under this Agreement to (a) any affiliate or (b) any purchaser of all or substantially all of the assets or equity securities of such Party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.

13. Confidentiality. The Parties acknowledge and agree that this Agreement and the terms and conditions hereof should remain confidential and the Parties should prevent the unauthorized use and disclosure of their respective confidential information. The Parties may make any disclosure required by applicable law.

14. Applicable Law. This Agreement and any controversy related to or arising, directly or indirectly, out of, caused by or resulting from this Agreement will be governed by and construed

in accordance with the domestic laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

15. Counterparts. This Agreement may be executed and delivered, including by facsimile transmission or by electronic transmission in Adobe portable document format (PDF), in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated in the preamble of this Agreement.

ASSIGNOR:

RENTRAK CORPORATION

DocuSigned by:
By: Gregory A. Fink
Name: Gregory A. Fink
Title: Chief Financial Officer

ASSIGNEE:

COMSCORE, INC.

DocuSigned by:
By: Gregory A. Fink
Name: Gregory A. Fink
Title: Chief Financial Officer

Schedule B**Trademarks**

<u>Country</u>	<u>Mark</u>	<u>Appl. Date</u>	<u>Appl. No</u>	<u>Reg. Date</u>	<u>Reg. No</u>	<u>CLASS</u>
Argentina	INTERNATIONAL BOX OFFICE ESSENTIALS	8/29/2014	3349654	9/7/2015	2750755	35
Argentina	INTERNATIONAL BOX OFFICE ESSENTIALS	8/29/2014	3349655	9/7/2015	2750759	42
Argentina	RENTRAK	1/20/2012	3141651	6/4/2013	2573418	35
Argentina	RENTRAK	1/20/2012	3141652	6/4/2013	2573417	42
Australia	RENTRAK	7/3/1998	766565	2/19/1999	766565	9
Australia	RENTRAK	1/18/2012	WO1140560	1/18/2012	WO1140560	35;42
Brazil	INTERNATIONAL BOX OFFICE ESSENTIALS	9/3/2014	908226632	6/13/2017	908226632	35
Brazil	INTERNATIONAL BOX OFFICE ESSENTIALS	9/3/2014	908226640	6/13/2017	908226640	42
Brazil	RENTRAK	12/17/1990	815960972	8/25/1992	815960972	41
Brazil	RENTRAK	1/19/2012	840005873	5/5/2015	840005873	35

Brazil	RENTRAK	1/19/2012	840005881	5/5/2015	840005881	42
Canada	SITERECRUIT	10/22/2004	1234788	12/4/2007	TMA702266	9; 35
Canada	ADESENTIALS	9/8/2006	1315855	9/7/2007	TMA695892	35
Canada	BOX OFFICE ESSENTIALS	3/7/2006	1292708	6/19/2007	TMA690240	35
Canada	FILMSCOPE	7/17/2009	1445187	1/26/2011	TMA788649	35;9
Canada	INTERNATIONAL BOX OFFICE ESSENTIALS	8/15/2014	1689899	12/16/2016	TMA958285	35;42
Canada	ONDEMAND ESSENTIALS	10/26/2004	1235050	1/25/2007	TMA680369	35
Canada	RENTRAK	7/29/1988	612085	11/15/1991	TMA390051	41;41
Canada	RENTRAK	1/19/2012	1560480	10/22/2015	TMA917972	9;16;35;41;42
Canada	RENTRAK (Stylized)	7/22/1998	885183	6/11/2003	TMA583512	9
Chile	INTERNATIONAL BOX OFFICE ESSENTIALS	8/18/2014	1119486	8/13/2015	1175152	35
Chile	INTERNATIONAL BOX OFFICE ESSENTIALS	8/18/2014	1119487	8/13/2015	1175153	42
Chile	RENTRAK	1/19/2012	989720	9/15/2014	1126071	35

Chile	RENTRAK	1/19/2012	989721	3/14/2013	1000134	42
China P.R.	INTERNATIONAL BOX OFFICE ESSENTIALS	8/13/2014	WO1238759	8/13/2014	WO1238759	35;42
China P.R.	RENTRAK	1/18/2012	WO1140560	1/18/2012	WO1140560	35;42
Colombia	INTERNATIONAL BOX OFFICE ESSENTIALS	8/13/2014	WO1238759	8/13/2014	WO1238759	35;42
Colombia	RENTRAK	1/20/2012	12008674	9/27/2012	458017	35
Colombia	RENTRAK	1/20/2012	12008671	9/27/2012	458016	42
Germany	RENTRAK	7/31/1996	39633408	4/23/1997	39633408	41
Great Britain	ONDEMAND ESSENTIALS	10/26/2004	004090353	1/18/2006	UK009004090353	35
Great Britain	PREACT	8/5/2014	13144142	12/30/2014	UK00913144142	35
Great Britain	RENTRAK	1/18/2012	010569846	6/15/2012	UK009010569846	009;035;042
Great Britain	RENTRAK	1/25/1990	1412197	5/31/1991	1412197	09
Great Britain	RENTRAK	1/25/1990	1412200	9/11/1992	1412200	41

Hong Kong	PREACT	8/4/2014	303089449	3/10/2015	303089449	35
Hong Kong	RENTRAK	1/11/1991	199401181	3/9/1994	199401181	16
Hong Kong	RENTRAK	1/12/2012	302136951	11/12/2012	302136951	35
India	RENTRAK	1/20/2012	2269859	1/20/2012	2269859	35
India	RENTRAK	1/20/2012	2269860	1/20/2012	2269860	42
International	INTERNATIONAL BOX OFFICE ESSENTIALS	8/13/2014	WO1238759	8/13/2014	WO1238759	35;42
International	RENTRAK	1/18/2012	WO1140560	1/18/2012	WO1140560	35;42
Mexico	RENTRAK	1/20/2012	1242828	4/23/2014	1448524	35
Mexico	RENTRAK	1/20/2012	1242829	6/28/2012	1294457	42
Mexico	INTERNATIONAL BOX OFFICE ESSENTIALS	8/13/2014	M1591706	2/5/2016	1610481	42
New Zealand	INTERNATIONAL BOX OFFICE ESSENTIALS	8/13/2014	WO1238759	8/13/2014	WO1238759	35;42
New Zealand	RENTRAK	5/1/1990	201499	8/28/1995	201499	41
New Zealand	RENTRAK	1/19/2012	855323	7/20/2012	855323	35

New Zealand	RENTRAK	1/19/2012	855324	7/20/2012	855324	42
Norway	RENTRAK	5/2/1990	199002286	3/26/1992	149791	41
Norway	RENTRAK	1/18/2012	WO1140560	1/18/2012	WO1140560	35;42
Russian Federation	INTERNATIONAL BOX OFFICE ESSENTIALS	8/13/2014	WO1238759	8/13/2014	WO1238759	35;42
Russian Federation	RENTRAK	1/18/2012	WO1140560	1/18/2012	WO1140560	35;42
Singapore	RENTRAK	3/1/1991	T91/01730E	11/8/1996	T91/01730E	41
South Korea	RENTRAK	1/18/2012	WO1140560	12/23/2013	WO1140560	35;42
Switzerland	INTERNATIONAL BOX OFFICE ESSENTIALS	8/13/2014	WO1238759	8/13/2014	WO1238759	35;42
Switzerland	RENTRAK	5/24/1993	7556/1993	10/31/1994	412308	41
Switzerland	RENTRAK	1/18/2012	WO1140560	1/18/2012	WO1140560	35;42
Taiwan	INTERNATIONAL BOX OFFICE ESSENTIALS	8/20/2014	103048136	3/16/2017	01830386	35;42
Taiwan	RENTRAK	1/19/2012	101003470	1/16/2013	1561050	35

Taiwan	RENTRAK	1/19/2012	101003471	1/16/2013	1561605	42
European Union	ONDEMAND ESSENTIALS	10/26/2004	004090353	1/18/2006	004090353	035
European Union	PREACT	8/5/2014	13144142	12/30/2014	13144142	35
European Union	RENTRAK	1/18/2012	010569846	6/15/2012	010569846	009;035;042
United States	BOX OFFICE ESSENTIALS	10/16/2002	78175200	12/28/2004	2914430	35
United States	ECR	2/20/2014	86198849	10/21/2014	4623956	35
United States	ECR	2/20/2014	86198853	10/21/2014	4623957	42
United States	ESSENTIALS	10/13/2011	85447204	8/5/2014	4580500	35
United States	ESSENTIALS	10/13/2011	85447207	12/17/2013	4451803	42
United States	EXACT COMMERCIAL RATINGS	7/13/2012	85677051	7/8/2014	4564754	35
United States	EXACT COMMERCIAL RATINGS	7/13/2012	85677053	4/15/2014	4515402	42
United States	FILMSOURCE	12/15/1995	75043110	8/5/1997	2085412	9

United States	FILMSOURCE	6/5/1995	74684782	3/26/1996	1964310	42
United States	HOME VIDEO ESSENTIALS	5/29/2003	78255701	2/8/2005	2925920	35
United States	INTERNATIONAL BOX OFFICE ESSENTIALS	3/11/2014	86217571	10/13/2015	4829753	42
United States	INTERNATIONAL BOX OFFICE ESSENTIALS	3/11/2014	86217584	10/13/2015	4829754	35
United States	ITVX	6/30/2014	86324916	1/20/2015	4675447	35
United States	ONDEMAND ESSENTIALS	4/28/2004	78409761	10/4/2005	3004003	35
United States	PAY PER TRANSACTION	1/22/1993	74351299	5/10/1994	1835804	42
United States	POSTTRAK	6/18/2013	85962535	4/1/2014	4504488	35
United States	RETAIL ESSENTIALS	9/15/2005	78714189	8/29/2006	3135716	35
United States	STATIONVIEW ESSENTIALS	3/11/2014	86217589	4/14/2015	4719101	35
United States	STATIONVIEW ESSENTIALS	3/11/2014	86217594	4/14/2015	4719102	42
United States	SWIFT	11/18/2015	86824428	4/18/2017	5187507	42

United States	TV ESSENTIALS	11/6/2007	77323010	6/17/2008	3449265	35
Venezuela	RENTRAK	1/19/2012	2012/000847	12/18/2012	S053296	35
Venezuela	RENTRAK	1/19/2012	2012/000848	12/18/2012	S053297	42