

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Nielsen Company (US), LLC		07/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nielsen Consumer 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:	3184702	LOCAL MARKET PLANNER	
CORRESPONDENCE DATA			
Fax Number:	2123101659		
<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:	2126264557		
Email:	NYCTrademarks@bakermckenzie.com		
Correspondent Name:	Lisa W. Rosaya		
Address Line 1:	452 Fifth Avenue		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	10007153-50666021		
NAME OF SUBMITTER:	Lisa W. Rosaya		
SIGNATURE:	/Lisa W. Rosaya/		
DATE SIGNED:	03/09/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of July 1, 2020 (the "Effective Date"), is made by and between:

The Nielsen Company (US), LLC, a limited liability company organized and existing under the laws of the State of Delaware, having an address at 85 Broad Street, New York New York 10004 ("Assignor"); and

Nielsen Consumer LLC, a limited liability company organized and existing under the laws of the State of Delaware, having an address at 85 Broad Street, New York New York 10004 ("Assignee").

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

Recitals

- A. WHEREAS, Assignor and Assignee's parent entity, Nielsen Holdings plc, and Nielsen SpinCo B.V. will undertake a series of internal reorganization transactions to separate out a portion of Nielsen Holdings plc's business and have entered into a global reorganization agreement (the "Reorganization Agreement") to govern said reorganization;
- B. WHEREAS, in furtherance of the transactions set forth in the Reorganization Agreement Assignor and Assignee entered into that certain Business Transfer Agreement dated as of July 1, 2020 (the "Transfer Agreement");
- C. WHEREAS, pursuant to the Transfer Agreement, Assignor agreed and hereby does agree to sell, transfer and assign to Assignee, and Assignee agreed and hereby does agree to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks listed in Schedule 1 hereto, together with all goodwill of any business associated therewith, which business is ongoing and existing, and all applications, registrations and renewals in connection therewith (the "Assigned Trademarks") as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meanings set forth in the Transfer Agreement or the Reorganization Agreement.

Section 2. Assignment. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including without limitation, (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (d) the right to fully and entirely stand in the place of Assignor in all matters related thereto.

Section 3. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, United States of America, without regard 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.

Section 4. Entire Agreement. This Agreement, together with the Reorganization Agreement, the Transfer Agreement, and the exhibits, schedules and annexes hereto and thereto, as those might be amended from time in accordance with their terms, constitute the final agreement between the Parties; provided, however, that in the event of any ambiguity, conflict or inconsistency between the terms of this Agreement and either the Transfer Agreement or the Reorganization Agreement, the terms of the Transfer Agreement shall control over this Agreement and the terms of the Reorganization Agreement shall control over the terms of this Agreement and the Transfer Agreement. The Parties hereto intend that this Agreement is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Reorganization Agreement and the Transfer Agreement, which govern the Parties' rights and interests in the Assigned Trademarks.

Section 5. Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement.


Section 6. Counterparts. This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party hereto and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and scanned and exchanged by electronic mail, and such facsimile or PDF signature or scanned and exchanged copies shall constitute an original for all purposes.

[Signature pages follow]

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

ASSIGNOR:

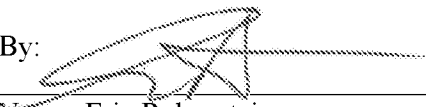
THE NIELSEN COMPANY (US), LLC

By: 

Name: Emily Epstein
Title: Vice President & Secretary
Date: July 1, 2020

ASSIGNEE:

NIELSEN CONSUMER LLC

By: 

Name: Eric Rubenstein
Title: President
Date: July 1, 2020

Schedule

Country	Trademark	Status	Application No.	Registration No.
United States	LOCAL MARKET PLANNER	Registered	78583524	3184702