OP \$40.00 2753695

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM696643

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		12/17/2021	National 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:	2753695	BOOKSCAN

CORRESPONDENCE DATA

Fax Number:

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: 2126834120

Email: luis.rodriguez@unitedcorporate.com
Correspondent Name: Elaine Carrera, Senior Paralegal

Address Line 1: 32 Old Slip

Address Line 2: c/o Cahill Gordon & Reindel Ilp
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/21/2021

Total Attachments: 6

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of December 17, 2021 (the "Effective Date"), is made by CITIBANK, N.A., in its capacity as Collateral Agent for the First Lien Secured Parties (as defined in the Security Agreement (as defined below)) (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, supplemented 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 that certain Intellectual Property Security Agreement Supplement No. 6, dated as of July 11, 2008 (the "2008 IP Security Agreement"), which was recorded with the United States Patent and Trademark Office on July 15, 2008 at Reel/Frame 3815/0769; and

WHEREAS, in reliance of the Grantor's representations, warranties and certifications concerning the transactions referenced in that certain Officer's Certificate dated December 15, 2020, 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 Security Agreement or the IP Security Agreements, as applicable.
- 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 Agreements or any other Loan Documents (as defined in the Credit Agreement and the Permitted Debt Offering 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, the IP Security Agreements or any other Loan Documents, 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, the IP Security Agreements or any other Loan Documents (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, the IP Security Agreements and any other Loan Documents 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, or its designee, 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 or its designee, 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]

IN WITNESS WHEREOF, the Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

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

Name: Caesar Wyszomirski Title: Director & Vice President

Acknowledged and agreed:

THE NIELSEN COMPANY (US), LLC, as Grantor

By:

Carra Fairtaccio Name: Jana Palmaccio

Title: Vice President and Treasurer

TRADEMARK REEL: 007520 FRAME: 0038

RECORDED: 12/22/2021