

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gracnote, Inc.		05/08/2023	Corporation: DELAWARE
Gracnote Media Services, LLC		05/08/2023	Limited Liability Company: DELAWARE
The Nielsen Company (US), LLC		05/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 91			
Property Type	Number	Word Mark	
Registration Number:	2361355	CDDDB	
Registration Number:	2578048		
Registration Number:	4534819	EYEQ	
Registration Number:	2637306	GRACENOTE	
Registration Number:	4656589	HABU	
Registration Number:	3290542	MUSICID	
Registration Number:	3951098	ON	
Registration Number:	1810540	AD*VIEWS	
Registration Number:	5332315	AD*VIEWS	
Registration Number:	1004086	ARBITRON	
Registration Number:	1023753	ARBITRON	
Registration Number:	3039734	AUDIENCE WATCH	
Registration Number:	3519093	AUTOMATED DISCOVERY MARKETS	
Registration Number:	3188866	CGWEB	
Registration Number:	1943605	CHANNEL GUIDE	
Registration Number:	5667616	DATA FOR GOOD	

CH \$2290.00 2361355

Property Type	Number	Word Mark
Registration Number:	1157555	DMA
Registration Number:	3234946	DRIVER INSIGHTS
Registration Number:	3202766	FANLINKS
Registration Number:	3519091	FDMS
Registration Number:	3519092	FULL DISCOVERY MARKETS
Registration Number:	3236590	GRABIX
Registration Number:	4393969	IBOARD
Registration Number:	4292575	INTELLIGENT PRIORS
Registration Number:	5407224	IQ SAGE
Registration Number:	3374207	KEEPINGTRAC
Registration Number:	1984594	LOCALMOTION
Registration Number:	2870271	MARKETBREAKS
Registration Number:	3079639	NACAT
Registration Number:	3435942	NAVE
Registration Number:	3445143	NAVE II
Registration Number:	3598521	NAVE IIC
Registration Number:	6191453	NCS
Registration Number:	6191454	NCS NCSOLUTIONS BETTER ADVERTISING BEGIN
Registration Number:	6207320	NCS NCSOLUTIONS
Registration Number:	6160115	NCSOLUTIONS
Registration Number:	2803463	NETVIEW
Registration Number:	0540915	NIELSEN
Registration Number:	3994152	NIELSEN
Registration Number:	3998364	NIELSEN
Registration Number:	3994151	NIELSEN
Registration Number:	5849534	NIELSEN ANALYTICS CONSOLE
Registration Number:	5849535	NIELSEN ANALYTICS CONSOLE
Registration Number:	3544156	NIELSEN ANSWERS
Registration Number:	2983632	NIELSEN CINEMA
Registration Number:	2983633	NIELSEN CINEMA
Registration Number:	4112077	NIELSEN CLEAR DECISIONS
Registration Number:	5107658	NIELSEN DEMAND ADVISOR
Registration Number:	5126839	NIELSEN DEMAND STRUCTURE
Registration Number:	5311866	NIELSEN FOURIER ONE
Registration Number:	4993435	NIELSEN MEDIA IMPACT
Registration Number:	3276288	NIELSEN SPORTS
Registration Number:	2675889	NPOWER
Registration Number:	1988073	NSI

Property Type	Number	Word Mark
Registration Number:	1880624	NSS
Registration Number:	2384772	PD ADVANTAGE
Registration Number:	2916601	PINECONE RESEARCH
Registration Number:	4124546	PPM
Registration Number:	4550431	PPM 360
Registration Number:	4296002	PPM360
Registration Number:	5787905	PRIME LINGO
Registration Number:	5787906	PRIME LINGO
Registration Number:	2848491	PRINCIPAL MOVIEGOER
Registration Number:	4470967	PRINTPLUS
Registration Number:	1716997	QUALIZIP
Registration Number:	1111456	RADAR
Registration Number:	2242218	RESEARCHTV
Registration Number:	3779973	RHIZA
Registration Number:	5125823	SAVEIT
Registration Number:	5281983	SCR
Registration Number:	5075396	SOCIAL CONTENT RATINGS
Registration Number:	4589359	SPONSORSHIP SCORECARD
Registration Number:	3292186	SPOTTRAC
Registration Number:	4221147	THE CAMBRIDGE GROUP
Registration Number:	4993434	TOTAL MEDIA FUSION
Registration Number:	5897677	TRUEATTRIBUTION
Registration Number:	0825898	VIEWERS IN PROFILE
Registration Number:	0824208	VIP
Registration Number:	3674034	VISUAL IQ
Registration Number:	3674035	VISUAL IQ
Registration Number:	3944451	VISUALDNA
Registration Number:	4315183	VISUALDNA
Registration Number:	2663806	WEBRF
Registration Number:	1856925	SOUNDSCAN
Registration Number:	2975200	BDS
Registration Number:	3019003	BROADCAST DATA SYSTEMS
Registration Number:	4282365	DI
Registration Number:	4468613	DI DEMAND INSTITUTE
Registration Number:	4374390	THE DEMAND INSTITUTE
Registration Number:	4390551	THE DEMAND INSTITUTE
Serial Number:	97602312	NIELSENIQ SOCIAL 360

CORRESPONDENCE DATA**Fax Number:** 9494754754*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:** 949-451-3800**Email:** skann@gibsondunn.com**Correspondent Name:** Stephanie Kann**Address Line 1:** 3161 Michelson Drive**Address Line 2:** Gibson, Dunn & Crutcher LLP**Address Line 4:** Irvine, CALIFORNIA 92612**ATTORNEY DOCKET NUMBER:** 67407-00001**NAME OF SUBMITTER:** Stephanie Kann**SIGNATURE:** /stephanie kann/**DATE SIGNED:** 05/08/2023**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 8, 2023 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Ares Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of October 11, 2022 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Neptune BidCo US Inc., a Delaware corporation (the “**Borrower**”), Neptune Intermediate Jersey Limited, a Jersey company (“**Holdings**”), the other Credit Parties from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following to the extent constituting Pledged Collateral, and in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with

respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Pledgors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

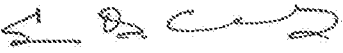
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09 and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

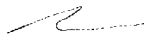
PLEDGORS:
GRACENOTE, INC.
GRACENOTE MEDIA SERVICES, LLC
THE NIELSEN COMPANY (US), LLC

By: 

Name: George Callard
Title: President

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 

Name: Scott Lem
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Gracenote, Inc.	CDDB	75532494	08/07/1998	2361355	06/27/2000
2.	Gracenote, Inc.	Design	76221685	03/08/2001	2578048	06/11/2002
3.	Gracenote, Inc.	EYEQ	85977627	05/16/2011	4534819	05/20/2014
4.	Gracenote, Inc.	GRACENOTE	78015093	06/30/2000	2637306	10/15/2002
5.	Gracenote, Inc.	HABU	85525027	01/25/2012	4656589	12/16/2014
6.	Gracenote, Inc.	MUSICID	78814399	02/14/2006	3290542	09/11/2007
7.	Gracenote Media Services, LLC	ON	77192303	05/29/2007	3951098	04/26/2011
8.	The Nielsen Company (US), LLC	AD*VIEWS	74308651	08/28/1992	1810540	12/14/1993
9.	The Nielsen Company (US), LLC	AD*VIEWS	86229791	03/24/2014	5332315	11/14/2017
10.	The Nielsen Company (US), LLC	ARBITRON	72449313	02/20/1973	1004086	02/04/1975
11.	The Nielsen Company (US), LLC	ARBITRON	73034025	10/07/1974	1023753	10/28/1975
12.	The Nielsen Company (US), LLC	AUDIENCE WATCH	76625833	12/27/2004	3039734	01/10/2006
13.	The Nielsen Company (US), LLC	AUTOMATED DISCOVERY MARKETS	77260501	08/21/2007	3519093	10/21/2008
14.	The Nielsen Company (US), LLC	CGweb	78652388	06/16/2005	3188866	12/26/2006
15.	The Nielsen Company (US), LLC	CHANNEL GUIDE	74538833	06/17/1994	1943605	12/26/1995
16.	The Nielsen Company (US), LLC	DATA FOR GOOD	87979379	05/10/2016	5667616	01/29/2019
17.	The Nielsen Company (US), LLC	DMA	73237008	10/29/1979	1157555	06/09/1981
18.	The Nielsen Company (US), LLC	Driver Insights	78652600	06/16/2005	3234946	04/24/2007
19.	The Nielsen Company (US), LLC	FANLINKS	78590278	03/18/2005	3202766	01/23/2007
20.	The Nielsen Company (US), LLC	FDMS	77260481	08/21/2007	3519091	10/21/2008
21.	The Nielsen Company (US), LLC	FULL DISCOVERY MARKETS	77260498	08/21/2007	3519092	10/21/2008

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
22.	The Nielsen Company (US), LLC	GRABIX	78830329	03/06/2006	3236590	05/01/2007
23.	The Nielsen Company (US), LLC	iBOARD	85754133	10/15/2012	4393969	08/27/2013
24.	The Nielsen Company (US), LLC	INTELLIGENT PRIORS	77691951	03/16/2009	4292575	02/19/2013
25.	The Nielsen Company (US), LLC	IQ SAGE	87548144	07/29/2017	5407224	02/20/2018
26.	The Nielsen Company (US), LLC	KEEPINGTRAC	78873657	05/01/2006	3374207	01/22/2008
27.	The Nielsen Company (US), LLC	LOCALMOTION	74540702	06/21/1994	1984594	07/02/1996
28.	The Nielsen Company (US), LLC	MARKETBREAKS	76477687	12/23/2002	2870271	08/03/2004
29.	The Nielsen Company (US), LLC	NACAT	78613869	04/21/2005	3079639	04/11/2006
30.	The Nielsen Company (US), LLC	NAVE	78595097	03/25/2005	3435942	05/27/2008
31.	The Nielsen Company (US), LLC	NAVE II	78595093	03/25/2005	3445143	06/10/2008
32.	The Nielsen Company (US), LLC	NAVE IIC	78785001	01/04/2006	3598521	03/31/2009
33.	The Nielsen Company (US), LLC	ncs & Design	88738031	12/23/2019	6191453	11/03/2020
34.	The Nielsen Company (US), LLC	NCS N Solutions Better advertising begins here. & Design	88738049	12/23/2019	6191454	11/03/2020
35.	The Nielsen Company (US), LLC	NCS NCSolutions & Design	88738058	12/23/2019	6207320	11/24/2020
36.	The Nielsen Company (US), LLC	NCSolutions	88738041	12/23/2019	6160115	09/22/2020
37.	The Nielsen Company (US), LLC	NETVIEW	76466462	11/13/2002	2803463	01/06/2004
38.	The Nielsen Company (US), LLC	NIELSEN	71563626	08/17/1948	0540915	04/10/1951
39.	The Nielsen Company (US), LLC	NIELSEN	77094981	01/30/2007	3994152	07/12/2011
40.	The Nielsen Company (US), LLC	nielsen & Design	77094959	01/30/2007	3998364	07/19/2011
41.	The Nielsen Company (US), LLC	nielsen & Design	77094963	01/30/2007	3994151	07/12/2011
42.	The Nielsen Company (US), LLC	NIELSEN ANALYTICS CONSOLE	88260600	01/14/2019	5849534	09/03/2019
43.	The Nielsen Company (US), LLC	NIELSEN ANALYTICS CONSOLE & Design	88260612	01/14/2019	5849535	09/03/2019
44.	The Nielsen Company (US), LLC	NIELSEN ANSWERS	77093364	01/29/2007	3544156	12/09/2008
45.	The Nielsen Company (US), LLC	NIELSEN CINEMA	76517227	05/27/2003	2983632	08/09/2005
46.	The Nielsen Company (US), LLC	NIELSEN CINEMA	76517228	05/27/2003	2983633	08/09/2005
47.	The Nielsen Company (US), LLC	NIELSEN CLEAR DECISIONS	77449760	04/16/2008	4112077	03/13/2012

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
48.	The Nielsen Company (US), LLC	NIELSEN DEMAND ADVISOR	86801139	10/27/2015	5107658	12/27/2016
49.	The Nielsen Company (US), LLC	NIELSEN DEMAND STRUCTURE	86801148	10/27/2015	5126839	01/24/2017
50.	The Nielsen Company (US), LLC	NIELSEN FOURIER ONE	86676884	06/29/2015	5311866	10/17/2017
51.	The Nielsen Company (US), LLC	NIELSEN MEDIA IMPACT	86843590	12/09/2015	4993435	07/05/2016
52.	The Nielsen Company (US), LLC	NIELSEN SPORTS	78456473	07/26/2004	3276288	08/07/2007
53.	The Nielsen Company (US), LLC	NPOWER	75791100	09/02/1999	2675889	01/21/2003
54.	The Nielsen Company (US), LLC	NSI	74621716	01/17/1995	1988073	07/23/1996
55.	The Nielsen Company (US), LLC	NSS	74519201	05/02/1994	1880624	02/28/1995
56.	The Nielsen Company (US), LLC	PD ADVANTAGE	75587713	11/12/1998	2384772	09/12/2000
57.	The Nielsen Company (US), LLC	PINECONE RESEARCH	76452562	09/25/2002	2916601	01/04/2005
58.	The Nielsen Company (US), LLC	PPM	85317772	05/11/2011	4124546	04/10/2012
59.	The Nielsen Company (US), LLC	PPM 360	85962975	06/18/2013	4550431	06/17/2014
60.	The Nielsen Company (US), LLC	PPM360	85099300	08/03/2010	4296002	02/26/2013
61.	The Nielsen Company (US), LLC	PRIME LINGO	88245478	12/30/2018	5787905	06/25/2019
62.	The Nielsen Company (US), LLC	PRIME lingo & Design	88245490	12/30/2018	5787906	06/25/2019
63.	The Nielsen Company (US), LLC	PRINCIPAL MOVIEGOER	76407726	05/14/2002	2848491	06/01/2004
64.	The Nielsen Company (US), LLC	PRINTPLUS	86024816	07/31/2013	4470967	01/21/2014
65.	The Nielsen Company (US), LLC	QUALIZIP	74038692	03/15/1990	1716997	09/15/1992
66.	The Nielsen Company (US), LLC	RADAR	73139266	08/29/1977	1111456	01/16/1979
67.	The Nielsen Company (US), LLC	RESEARCHTV	75348845	08/28/1997	2242218	04/27/1999
68.	The Nielsen Company (US), LLC	RHIZA	77549499	08/18/2008	3779973	04/27/2010
69.	The Nielsen Company (US), LLC	saveit & Design	86955311	03/28/2016	5125823	01/17/2017
70.	The Nielsen Company (US), LLC	SCR	86871252	01/11/2016	5281983	09/05/2017
71.	The Nielsen Company (US), LLC	SOCIAL CONTENT RATINGS	86871254	01/11/2016	5075396	11/01/2016
72.	The Nielsen Company (US), LLC	SPONSORSHIP SCORECARD	85763617	10/25/2012	4589359	08/19/2014
73.	The Nielsen Company (US), LLC	SPOTTRAC	78870015	04/26/2006	3292186	09/11/2007

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
74.	The Nielsen Company (US), LLC	THE CAMBRIDGE GROUP	85533420	02/03/2012	4221147	10/09/2012
75.	The Nielsen Company (US), LLC	TOTAL MEDIA FUSION	86843586	12/09/2015	4993434	07/05/2016
76.	The Nielsen Company (US), LLC	TRUEATTRIBUTION	87548146	07/29/2017	5897677	10/29/2019
77.	The Nielsen Company (US), LLC	VIEWERS IN PROFILE	72232581	11/12/1965	0825898	03/14/1967
78.	The Nielsen Company (US), LLC	VIP	72232582	11/12/1965	0824208	02/14/1967
79.	The Nielsen Company (US), LLC	VISUAL IQ	77462552	04/30/2008	3674034	08/25/2009
80.	The Nielsen Company (US), LLC	Visual IQ & Deign	77462564	04/30/2008	3674035	08/25/2009
81.	The Nielsen Company (US), LLC	VisualDNA	77035898	11/03/2006	3944451	04/12/2011
82.	The Nielsen Company (US), LLC	VISUALDNA	77258529	08/17/2007	4315183	04/09/2013
83.	The Nielsen Company (US), LLC	WEBRF	75898371	01/05/2000	2663806	12/17/2002
84.	The Nielsen Company (US), LLC	SOUNDSCAN	74392370	05/19/1993	1856925	10/04/1994
85.	The Nielsen Company (US), LLC	BDS	76524917	06/19/2003	2975200	07/26/2005
86.	The Nielsen Company (US), LLC	BROADCAST DATA SYSTEMS	76524919	06/19/2003	3019003	11/29/2005
87.	The Nielsen Company (US), LLC and The Conference Board, Inc.	DI & Design	85644646	06/06/2012	4282365	01/29/2013
88.	The Nielsen Company (US), LLC and The Conference Board, Inc.	DI DEMAND INSTITUTE & Design	85645018	06/06/2012	4468613	01/21/2014
89.	The Nielsen Company (US), LLC and The Conference Board, Inc.	THE DEMAND INSTITUTE	85404372	08/23/2011	4374390	07/30/2013
90.	The Nielsen Company (US), LLC and The Conference Board, Inc.	THE DEMAND INSTITUTE	85645033	06/06/2012	4390551	08/27/2013
91.	The Nielsen Company (US), LLC	NIELSENIQ SOCIAL 360	97602312	09/22/2022		