### 900807245 10/17/2023

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM846483

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT	
RESUBMIT DOCUMENT ID:	900806051	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Kantar LLC		07/26/2023	Limited Liability Company: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Competitive Media Reporting, LLC		
Street Address:	175 Greenwich Street		
Internal Address:	3 World Trade Center - 35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark			
Registration Number:	2888970	MEDIAWATCH			
Registration Number:	2759650	EVALIANT			

### **CORRESPONDENCE DATA**

**Fax Number:** 2123108007

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:** 2123108000

**Email:** juan.arias@weil.com

Correspondent Name: Adeline Park

Address Line 1: Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	ADELINE PARK - 76431.0013
NAME OF SUBMITTER:	Adeline Park
SIGNATURE:	/Adeline Park/
DATE SIGNED:	10/17/2023

**Total Attachments: 5** 

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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is made and executed effective as of July 26, 2023 (the "<u>Effective Date</u>") by Kantar LLC, a Delaware limited liability company ("<u>Assignor</u>"), in favor of Competitive Media Reporting, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept from Assignor, the registered trademarks identified on <u>Exhibit A</u>, including all right, title and interest in and to such trademarks, owned by Assignor (collectively, the "<u>Assigned Trademarks</u>");

NOW, THEREFORE, in consideration of the above promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment. Assignor hereby assigns and transfers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks, including, without limitation, (a) all common law rights relating thereto, and all registrations thereof and applications therefor; (b) all goodwill associated with, corresponding to, symbolized by and embodied in the Assigned Trademarks; (c) all of Assignor's rights to causes of action (whether known or unknown or whether currently pending, filed or otherwise) and remedies related to any of the Assigned Trademarks, including the right to sue (including for damages and injunctive relief), counterclaim and recover for any past, present or future infringement, violation, dilution or other unauthorized use of the Assigned Trademarks; (d) all of Assignor's rights in and to income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks; (e) all of Assignor's rights to prosecute and maintain the Assigned Trademarks; and (f) all other rights and interests of Assignor arising out of, in connection with or in relation to the Assigned Trademarks (collectively, the "Trademark Rights").
- 2. <u>Filing and Recordation</u>. Assignor hereby authorizes and requests the United States Patent and Trademark Office and each other trademark office or applicable governmental agency in each applicable jurisdiction to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Trademarks and to issue any and all trademark registrations or other governmental grants or issuances that have been or may be granted upon any of the Trademark Rights to and in the name of Assignee.
- 3. Further Assurances; Power of Attorney. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver,

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acknowledge, certify, file and record any document and to take any other action (on or at any time after the Effective Date) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Trademark Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

- 4. <u>Binding Effect; Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing herein expressed or implied shall give, or be construed to give, to any third party, other than the parties hereto and their permitted assigns, any right, remedies or claims under or with respect to this Assignment or any provisions hereof.
- 5. Entire Agreement. This Assignment contains the entire understanding of the parties with respect to the subject matter contained herein and therein. This Assignment supersedes all prior and contemporaneous agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (whether written or oral) between the parties with respect to such subject matter. This Assignment may be amended, supplemented or changed, and any provision hereof can be waived, only by a written instrument making specific reference to this Assignment executed by each party hereto.
- 6. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile transmission or by electronic transmission of a .pdf or other electronic file shall be as effective as delivery of a manually executed counterpart of this Assignment.
- 7. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such State, without reference to conflict of law principles, including all matters of construction, validity and performance.
- 8. <u>Miscellaneous</u>. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include," "including" and variations thereof will be deemed to be followed by the words "without limitation." The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

## **ASSIGNOR**

#### KANTAR LLC

By: Summer (BC) Bidco B LLC, its sole member

By:\_\_\_\_

Name: Christophe Jacobs van Merlen Title: Authorized Representative

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### **ASSIGNEE**

# COMPETITIVE MEDIA REPORTING, LLC

By: Kantar LLC, its managing member

By: Summer (BC) Bidco B LLC, its sole member

Name: Christophe Jacobs van Merlen Title: Authorized Representative

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# EXHIBIT A

# **Trademarks**

Mark	Country	Status	Appl. No.	File Date	Reg. No.	Reg. Date
MEDIAWATCH	U.S.	Registered	78226344	03/17/2003	2888970	09/28/2004
EVALIANT	U.S.	Registered	76239635	04/11/2001	2759650	09/02/2003

**RECORDED: 10/11/2023** 

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