

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kantar LLC		10/23/2023	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: 5			
Property Type	Number	Word Mark	
Registration Number:	4074945	DIRECT HEAT	
Registration Number:	2037419	STRADEGY	
Registration Number:	2932111	MARKETADVISOR	
Registration Number:	3370532	ADSCOPE	
Registration Number:	4820938	ADSCOPE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	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/		

CH \$140.00 4074945

DATE SIGNED:	10/23/2023
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”) is made and executed effective as of October 23, 2023 (the “Effective Date”) by Kantar LLC, a Delaware limited liability company (“Assignor”), in favor of Competitive Media Reporting, LLC, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, this Assignment is made and entered into in connection with the Closing of the contemplated transactions pursuant to that certain Securities and Asset Purchase Agreement, dated as of October 5, 2023, by and among Ad Info Holdco, Inc., Assignee, Competitive Media Reporting Canada Incorporated, CMR US, Neon Purchaser, Inc., Assignor, Ad Dynamics, Inc. and Kantar Group Holdings Ltd. (solely for purposes of Section 14.18 and 14.19 therein) (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Sellers agreed to sell to Purchaser (or one of its Affiliates), and Purchaser agreed to purchase from Sellers, the Acquired Interests, Vivvix India Assets, Vivvix India Contracts and Vivvix India Employees (each as defined in the Purchase Agreement);

WHEREAS, Assignor is part of the Seller Retained Group and pursuant to Section 11.10(g)(i) of the Purchase Agreement, Assignor has agreed to assign, transfer and convey to Assignee, and Assignee has agreed to accept from Assignor, the trademarks identified on Exhibit A, including all of Assignor’s right, title and interest in and to such trademarks (collectively, the “Assigned Trademarks”);

WHEREAS, the delivery of an executed copy of this Assignment is required for Closing by Section 10.1 of the Purchase Agreement;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement; and

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties contained herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts the assignment, transfer and conveyance of all of Assignor’s right, title and interest in and to the Assigned Trademarks throughout the world, including, without limitation, (a) all common law rights relating thereto and all rights provided by international conventions and treaties, and all registrations thereof and applications therefor; (b) all goodwill associated with, corresponding to, symbolized by and embodied in the Assigned Trademarks; (c) all causes of action (whether in law or in equity, whether known or unknown or whether currently pending, filed or otherwise) with respect thereto, 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 rights in and to all income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks; (e) all 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. **Filing and Recordation**. 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 this Assignment so as to reflect Assignee as the 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. Subject to Purchase Agreement. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing herein is intended to or will be construed to modify, limit or otherwise affect the terms of the Purchase Agreement.
4. 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, 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.
5. Miscellaneous. The provisions of Sections 14.2, 14.3, the first sentence of Section 14.4, 14.5, 14.6, 14.7, 14.8, and 14.10-14.12 of the Purchase Agreement shall apply *mutatis mutandis* to this Assignment 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

ASSIGNEE

COMPETITIVE MEDIA REPORTING, LLC

By: Kantar LLC, its managing member

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



By: _____

Name: Christophe Jacobs van Merlen

Title: Authorized Representative

EXHIBIT A

Registered Trademarks

Mark	Country	Status	Appl. No.	File Date	Reg. No.	Reg. Date
DIRECT HEAT	U.S.	Registered	85120689	01-SEP-2010	4074945	20-DEC-2011
STRADEGY	U.S.	Registered	74487204	07-FEB-1994	2037419	11-FEB-1997
MARKETADVISOR	U.S.	Registered	78290183	21-AUG-2003	2932111	08-MAR-2005
ADSCOPE	U.S.	Registered	78787250	09-Jan-2-006	3370532	15-JAN-2008
ADSCOPE	U.S.	Registered	86386975	05-SEP-2014	4820938	29-SEP-2015

Material Unregistered Trademarks

1. VivvixCentral (f/k/a AdCentral)
2. 350 (f/k/a VX1 and f/k/a AdInsights)
3. AdScope
4. Magnifier (f/k/a VX2 and f/k/a SMART)
5. Adbase
6. Omnis
7. DeepListen