

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nielsen Consumer LLC		01/19/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as administrative and collateral agent		
Street Address:	900 W Trade Street		
Internal Address:	Gateway Village-900 Building		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7208986	SHIPPITY	
Registration Number:	3423374	PRECIMA	
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:	Virginia Gordon		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	V. Gordon - 65494.0003		
NAME OF SUBMITTER:	Virginia Gordon		
SIGNATURE:	/Virginia Gordon/		
DATE SIGNED:	01/19/2024		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 19, 2024, (this “Agreement”), by Nielsen Consumer LLC, a Delaware limited liability company (the “Grantor”) in favor of Bank of America, N.A. (“BofA”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain US Pledge and Security Agreement, dated as of March 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the US Loan Parties party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement) have extended credit to the Borrowers (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of March 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among AI PAVE Dutchco III B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (“Holdings”), Intermediate Dutch Holdings B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (“Intermediate Dutch Holdings”), Indy US Holdco, LLC, a Delaware limited liability company (“US Top Borrower”), Indy US Bidco, LLC, a Delaware limited liability company (“US Bidco” and, prior to the consummation of the Closing US Merger, the US Borrower), Nielsen Consumer, Inc., a Delaware corporation (the “US Target” and, following the consummation of the Closing US Merger, the US Borrower), Indy Dutch Bidco B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands (“Dutch Borrower”), the Revolving Borrowers from time to time party thereto, the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and BofA in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the “Administrative Agent”) and as an Issuing Bank and the Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at the Grantor's expense, such documents that the Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

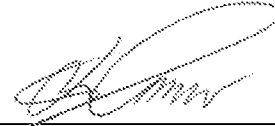
SECTION 5. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first above written.

NIELSEN CONSUMER LLC

By:



Name: Peter Schaedelbauer

Title: SVP, Treasurer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Nielsen Consumer LLC	7208986	SHIPPITY
Nielsen Consumer LLC	3423374	PRECIMA

TRADEMARK APPLICATIONS

None.

SCHEDULE I

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
Nielsen Consumer LLC	11403591	INFORMATION MANAGEMENT SYSTEM FOR PRODUCT INGREDIENTS

PATENT APPLICATIONS

APPLICANT	DESCRIPTION	APPLICATION NO.
Nielsen Consumer LLC	METHODS AND APPARATUS TO PERFORM IMAGE ANALYSES IN A COMPUTING ENVIRONMENT	18326859
Nielsen Consumer LLC	METHODS AND APPARATUS TO MODEL CONSUMER CHOICE SOURCING	18503168
Nielsen Consumer LLC	SYSTEMS AND METHODS PROVIDING EN MASS COLLECTION AND CENTRALIZED PROCESSING OF PHYSIOLOGICAL RESPONSES FROM VIEWERS	18472955
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE, AND APPARATUS TO CLASSIFY LABELS BASED ON IMAGES USING ARTIFICIAL INTELLIGENCE	18492532
Nielsen Consumer LLC	METHODS AND APPARATUS TO MODEL CONSUMER CHOICE SOURCING	18503168

APPLICANT	DESCRIPTION	APPLICATION NO.
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE, AND APPARATUS TO RECALIBRATE CONFIDENCES FOR IMAGE CLASSIFICATION	18148973
Nielsen Consumer LLC	HEADSETS AND ELECTRODES FOR GATHERING ELECTROENCEPHALOGRAPHIC DATA	18186447
Nielsen Consumer LLC	REDUCING SCALE ESTIMATE ERRORS IN SHELF IMAGES	18298518
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE AND APPARATUS FOR CONFIGURABLE SEGMENTATION OF PRODUCT ASSORTMENTS	17955983
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE AND APPARATUS TO DECODE RECEIPTS BASED ON NEURAL GRAPH ARCHITECTURE	18/191642
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE, AND APPARATUS TO IMPROVE MODELING EFFICIENCY	18156957
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE AND APPARATUS TO BUILD BLOCKING-BASED BATCHES FOR TRAINING MACHINE LEARNING MODELS	18162370

SCHEDULE II

APPLICANT	DESCRIPTION	APPLICATION NO.
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE AND APPARATUS TO REGRESS INDEPENDENT AND DEPENDENT VARIABLE DATA	17976519
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE, AND APPARATUS TO DETECT LINES ON DOCUMENTS	18148928
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE AND APPARATUS TO IMPROVE ISOTONIC REGRESSION	18319891
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE, AND APPARATUS TO DETERMINE RELATED CONTENT IN A DOCUMENT	18148947
Nielsen Consumer LLC	QUALITY ASSURANCE FOR LABELED TRAINING DATA	18496605
Nielsen Consumer LLC	METHODS, SYSTEMS, APPARATUS AND ARTICLES OF MANUFACTURE FOR RECEIPT DECODING	18474174
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE AND APPARATUS TO DETERMINE PRODUCT CHARACTERISTICS CORRESPONDING TO PURCHASE BEHAVIOR	18482527

SCHEDULE II

TRADEMARK
REEL: 008321 FRAME: 0973

APPLICANT	DESCRIPTION	APPLICATION NO.
Nielsen Consumer LLC	METHODS AND APPARATUS TO DECODE DOCUMENTS BASED ON IMAGES USING ARTIFICIAL INTELLIGENCE	18481031
Nielsen Consumer LLC	METHODS AND APPARATUS TO PROFILE GEOGRAPHIC AREAS OF INTEREST	18399044
Nielsen Consumer LLC	METHODS, SYSTEMS, ARTICLES OF MANUFACTURE AND APPARATUS TO IMPROVE TAGGING ACCURACY	PCT/US2023/011859

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

SCHEDULE III

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RECORDED: 01/19/2024

**TRADEMARK
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