

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leisure Trends Group, LLC		10/31/2013	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	LTG Acquisition Sub LLC		
Street Address:	900 West Shore Road		
City:	Port Washington		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1743706	LEISURE TRENDS GROUP LT	
Registration Number:	1696925	LEISURETRAK	
CORRESPONDENCE DATA			
Fax Number:	2125086101		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212.508.6100		
Email:	docketing@bgllp.com, mark.mutterperl@bgllp.com, jessica.parise@bgllp.com, jennifer.ashton@bgllp.com, lily.hadley@bgllp.com		
Correspondent Name:	Mark Mutterperl		
Address Line 1:	1251 Avenue of the Americas, 49th Floor		
Address Line 4:	New York, NEW YORK 10020-1100		
NAME OF SUBMITTER:	Mark Mutterperl		
Signature:	/Mark Mutterperl/		

OP \$65.00 1743706

Date:

02/24/2014

**Total Attachments: 5**

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of October 31, 2013, by and among Leisure Trends Group, LLC, a Colorado limited liability company ("Assignor"), and LTG Acquisition Sub LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, effective as of October 11, 2013, by and among Assignor, Assignee, Joy Spring, an individual and The NPD Group, Inc., a New York corporation (as the same may hereafter be modified, amended and/or amended and restated, as the case may be, from time to time in accordance with its terms, the "Asset Purchase Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"), together with the goodwill of the Business connected with and symbolized by the Trademarks;

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignors' right, title and interest in, to and under the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks; and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, which may include applications filed on the basis of applicant's bona fide intent to use the subject marks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, the right to sue for past, present and future infringement of the Trademarks and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO") or other governing authority, and the parties hereby authorize the PTO or such other governing authority to record this Agreement.

3. Further Assurances. From time to time following the date hereof, and without any further consideration or other payment, Assignor shall execute and deliver such other

instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to consummate, complete and carry out the transactions contemplated by this Agreement.

4. Appointment. Assignor hereby appoints Assignee as their attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Agreement and Assignee's rights in the Trademarks.

5. Asset Purchase Agreement. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, agreements, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. A facsimile or "Portable Document Format" copy of a signature shall have the same force and effect as an original signature.

8. Governing Law. The laws of the State of New York, without reference to conflict of laws principles, shall govern the validity, construction and interpretation of this Agreement, including any disputes arising under this Agreement or relating to the transactions contemplated by this Agreement.

[Signature page follows]

ASSIGNEE:

LTG ACQUISITION SUB LLC

By: Thomas A. Lynch  
Name: Thomas A. Lynch  
Title: CFO

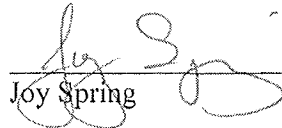
*[Signature page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, each party hereto hereby causes this Agreement to be duly executed as of the day and year first above written.

**ASSIGNOR:**

**LEISURE TRENDS GROUP, LLC**

By: Joy Spring

  
Joy Spring

[Signature page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 005222 FRAME: 0333**

**Schedule A**  
**Trademarks**

Registered Marks

Jurisdiction	Mark	Goods/Services	Application or Registration Number	Owner of Record	Registration or Filing Date
United States Of America	LEISURE TRENDS	For conducting public opinion poll surveys relating to consumer activities and attitudes toward leisure activities in Int. Class 42	1,743,706	Leisure Trends Group, LLC	12/29/1992
United States Of America	LEISURETRAK	Printed reports on the Leisure Activity Market in Int. Class 16	1,696,925	Leisure Trends Group, LLC	6/23/1992

Unregistered Marks

RetailTRAK

Most Active Americans Panel (MAAP)