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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM574187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kantar LLC		04/24/2020	Limited Liability Company: DELAWARE
Lightspeed, LLC		04/24/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust (London) Limited
Street Address:	1 KING'S ARMS YARD
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 7AF
Entity Type:	PRIVATE LIMITED COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark	
Registration Number:	5489866	MARKETPLACE IGNITION	
Registration Number:	5305498	MOTIVEMIX	
Registration Number:	4889125	TREEOPT	
Registration Number:	4807363	SPENDMETRIX	
Registration Number:	4807346	SMX	
Registration Number:	4680069	PINNAKLE	
Registration Number:	4714877	SAFECOUNT.NET	
Registration Number:	4580216	IGNITE METRICS	
Registration Number:	4822827	CREATIVEIMPACT	
Registration Number:	4291235	MYSURVEY	
Registration Number:	4299610	BRANDZ	
Registration Number:	4344347	BRANDZ	
Registration Number:	4485549	CULTURAL TRACTION	
Registration Number:	4073382	KANTAR RETAIL IQ	
Registration Number:	4180970	KANTAR MEDIA	
Registration Number:	4039852	IGNITE NETWORK	
Registration Number:	4392678	PANELSCOUT	

TRADEMARK

REEL: 006926 FRAME: 0287

900547085

Property Type	Number	Word Mark	
Registration Number:	3999855	ADINDEX DASH	
Registration Number:	3953761	SHOPPERSCAPE	
Registration Number:	4050018	CHARACTERLAB	
Registration Number:	4050019	CHARACTERLAB	
Registration Number:	3377647	ADGOOROO	
Registration Number:	3390090	SAFECOUNT	
Registration Number:	3370532	ADSCOPE	
Registration Number:	3096981	MARKET OPPORTUNITY REPORTER	
Registration Number:	2932111	MARKETADVISOR	
Registration Number:	2888970	MEDIAWATCH	
Registration Number:	2870565	UNIVERSAL TAG	
Registration Number:	2860949	EMMA	
Registration Number:	2801847	MARKETNORMS	
Registration Number:	2767824	INSIGHTEXPRESS	
Registration Number:	2653758	INSIGHTEXPRESS	
Registration Number:	2534201	DIRECTNET	
Registration Number:	2668200	NEWSPAPER ADVERTISING SOURCE	
Registration Number:	2690022	BUSINESS PUBLICATION ADVERTISING SOURCE	
Registration Number:	2750950	WHERE MEDIA DECISIONS ARE MADE	
Registration Number:	2455453	BEYOND THE CLICK	
Registration Number:	2475239	ADINDEX	
Registration Number:	2461229	DYNAMIC LOGIC	
Registration Number:	2438309	QUESTIONMARKET.COM	
Registration Number:	2652241	IDEASTATION	
Registration Number:	2324537	WETI	
Registration Number:	2286932	GREENFIELD	
Registration Number:	2149876	KANTAR	
Registration Number:	2037419	STRADEGY	
Registration Number:	1740974	AD\$PENDER	
Registration Number:	1685263	SRDS	
Registration Number:	1505113	FOCUS SUITES	
Registration Number:	3732262	MOBILE ADINSIGHTS	
Registration Number:	2620528	DIRECT MARKETING LIST SOURCE	
Registration Number:	2759650	EVALIANT	
Registration Number:	3053870	NET-MR	
Serial Number:	88123629	STAN KANTAR'S ANALYTICS PRACTICE'S AI TO	
Serial Number:	86698530	VR INFINITY	
Serial Number:	77547464	THE FUTURES COMPANY	

CORRESPONDENCE DATA

Fax Number:

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: 2123186532

Email: alanagramer@paulhastings.com

Correspondent Name: ALANA GRAMER

Address Line 1: C/O PAUL HASTINGS LLP

Address Line 2: 200 Park Avenue

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	04/29/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 24, 2020 (this "<u>Agreement</u>"), by Kantar LLC, a Delaware limited liability company, and Lightspeed, LLC, a Delaware limited liability company (each a "<u>Grantor</u>") and Wilmington Trust (London) Limited, in its capacity as Senior Security Agent for the Secured Parties (in such capacity, the "<u>Agent</u>").

PRELIMINARY STATEMENT

Each Grantor is party to that certain Amended and Restated US Pledge and Security Agreement dated as of April 24, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Security Agreement") in favour of the Agent, pursuant to which each Grantor is required to execute and deliver this Agreement.

In consideration of the conditions and agreements set forth in the Security Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby 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.
- 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, each Grantor, pursuant to the Security Agreement, hereby confirms its grant of security interest to the Agent in all of its right, title and 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 each Grantor and regardless of where located, in each case, to the extent constituting Collateral (collectively, the "<u>IP Collateral</u>"):
- (a) all Trademarks and the goodwill associated with the 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, pending applications for registration in the United States Copyright Office and exclusive licenses for Copyrights registered in the United States Copyright Office, in each case, listed on Schedule III; and
 - (d) all proceeds of and rights associated with the foregoing;

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

Section 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the 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. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

Section 5. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

KANTAR LLC, LIGHTSPEED, LLC, each as a Grantor

By: Kantar LLC, its Member By: Summer (BC) Bidco B LLC, its Member

By:_

Name: David Humphrey

7/molo

Title: Authorized Representative

REEL: 006926 FRAME: 0292

WILMINGTON TRUST (LONDON) LIMITED,

as the Agent

Ву: _____

Name:

Title:

Sajada Afzal Vice President

Signature Page to US IP Security Agreement (Secured Debt Documents)

Schedule I

Trademarks

Trademark	Registration Date	Registration Number	Owner Name	
STAN KANTAR'S ANALYTICS PRACTICE'S AI TOOLKIT			Kantar LLC	
MARKETPLACE IGNITION	6/12/2018	5489866	Kantar LLC	
MOTIVEMIX	10/10/2017	5305498	Kantar LLC	
VR INFINITY			Kantar LLC	
TREEOPT	1/19/2016	4889125	Kantar LLC	
SPENDMETRIX	9/8/2015	4807363	Kantar LLC	
SMX	9/8/2015	4807346	Kantar LLC	
PINNAKLE	1/27/2015	4680069	Kantar LLC	
SAFECOUNT.NET	4/7/2015	4714877	Kantar LLC	
IGNITE METRICS	8/5/2014	4580216	Kantar LLC	
CREATIVEIMPACT	9/29/2015	4822827	DynamicLogic LLC	
MYSURVEY	2/19/2013	4291235	Kantar LLC	
BRANDZ	3/5/2013	4299610	Kantar LLC	
BRANDZ	5/28/2013	4344347	Kantar LLC	
CULTURAL TRACTION	2/18/2014	4485549	Kantar LLC	
KANTAR RETAIL IQ	12/20/2011	4073382	Kantar LLC	
KANTAR MEDIA	7/24/2012	4180970	Kantar LLC	
IGNITE NETWORK	10/11/2011	4039852	Kantar LLC	
PANELSCOUT	8/27/2013	4392678	Kantar LLC	
ADINDEX DASH	7/19/2011	3999855	Kantar LLC	
SHOPPERSCAPE	5/3/2011	3953761	Kantar LLC	

Trademark	Registration Date	Registration Number	Owner Name
CHARACTERLAB			
Charac+erLab	11/1/2011	4050018	Kantar LLC
CHARACTERLAB	11/1/2011	4050019	Kantar LLC
THE FUTURES COMPANY			Kantar LLC
ADGOOROO	2/5/2008	3377647	Kantar LLC
SAFECOUNT	2/26/2008	3390090	Kantar LLC
ADSCOPE	1/15/2008	3370532	Kantar LLC
MARKET OPPORTUNITY REPORTER	5/23/2006	3096981	Kantar LLC
MARKETADVISOR	3/8/2005	2932111	Kantar LLC
MEDIAWATCH	9/28/2004	2888970	Kantar LLC
UNIVERSAL TAG	8/3/2004	2870565	Kantar LLC
EMMA	7/6/2004	2860949	Kantar LLC
MARKETNORMS	1/6/2004	2801847	Kantar LLC
insightexpress	9/23/2003	2767824	Kantar LLC
INSIGHTEXPRESS	11/26/2002	2653758	Kantar LLC
DIRECTNET	1/29/2002	2534201	Kantar LLC
NEWSPAPER ADVERTISING SOURCE	12/31/2002	2668200	Kantar LLC
BUSINESS PUBLICATION ADVERTISING SOURCE	2/25/2003	2690022	Kantar LLC
WHERE MEDIA DECISIONS ARE MADE	8/12/2003	2750950	Kantar LLC
BEYOND THE CLICK	5/29/2001	2455453	Kantar LLC
ADINDEX	8/7/2001	2475239	Kantar LLC
DYNAMIC LOGIC	6/19/2001	2461229	Kantar LLC

Trademark	Registration Date	Registration Number	Owner Name
QUESTIONMARKET.COM	3/27/2001	2438309	Kantar LLC
IDEASTATION	11/19/2002	2652241	Millward Brown Inc
WETI	2/29/2000	2324537	Millward Brown Inc
GREENFIELD	10/19/1999	2286932	Kantar LLC
KANTAR	4/7/1998	2149876	Kantar LLC
STRADEGY	2/11/1997	2037419	Kantar LLC
AD\$PENDER	12/22/1992	1740974	Kantar LLC
SRDS	5/5/1992	1685263	Kantar LLC
FOCUS SUITES	9/20/1988	1505113	Kantar LLC
MOBILE ADINSIGHTS	12/29/2009	3732262	Kantar LLC
DIRECT MARKETING LIST SOURCE	9/17/2002	2620528	Kantar LLC
EVALIANT	9/2/2003	2759650	Kantar LLC
NET-MR	1/31/2006	3053870	Ligthspeed, LLC

Schedule II

Patents

Patent	Filing Date	Patent No.	Owner
METHOD AND SYSTEM FOR CONDUCTING AN ON-LINE SURVEY	12/3/2004	7487435	Kantar LLC
"SYSTEM AND METHOD FOR EVALUATING AND/OR MONITORING EFFECTIVENESS OF ON-LINE ADVERTISING"	7/8/1999	7010497	Kantar LLC
SYSTEM AND METHOD FOR EVALUATING AND/OR MONITORING EFECTIVENESS OF ON-LINE ADVERTISING	3/16/2007	7574374	Kantar LLC
SYSTEM AND METHOD FOR EVALUATING AND/OR MONITORING EFFECTIVENESS OF ON-LINE ADVERTISING	8/10/2009	8229788	Kantar LLC

SYSTEM AND METHOD FOR EVALUATING AND/OR MONITORING EFFECTIVENESS OF ON-LINE ADVERTISING	7/20/2012	9639847	Kantar LLC
METHOD AND SYSTEM FOR ON-LINE SURVEY RECRUITMENT	7/11/2007	9135627	Kantar LLC
ANALYZING RETURN ON INVESTMENT OF ADVERTISING CAMPAIGNS BY MATCHING MULTIPLE DATA SOURCES	4/14/2008	7729940	Kantar LLC
USING CONSUMER PURCHASE BEHAVIOR FOR TELEVISION TARGETING	12/7/2009	8000993	Kantar LLC
USING CONSUMER PURCHASE BEHAVIOR FOR TELEVISION TARGETING	7/29/2011	8112301	Kantar LLC
METHOD AND SYSTEM FOR ON-LINE SURVEY RECRUITMENT ENSURING AVAILABILITY OF CONTROL GROUP PARTICIPANTS	12/6/2010	9652779	Kantar LLC
IDENTIFYING PEOPLE LIKELY TO RESPOND ACCURATELY TO SURVEY QUESTIONS	10/26/2012	9639816	Lightspeed, LLC

Schedule III

Copyrights

None.

RECORDED: 04/29/2020