

CONSENT AGREEMENT

This Consent Agreement is made by and between Thomson Reuters Global Resources having an address of Neuhofstrasse 1, Baar, Switzerland 6340 ("Thomson Reuters"), and Engage Technologies Corporation having an address of 7041 Boone Ave. North, Brooklyn Park, Minnesota 55428 USA ("Engage"). Each of Thomson Reuters and Engage is referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, Thomson Reuters is the owner of U.S. Reg. No. 2,950,797 for the mark LIPPER LEADER.

WHEREAS, Engage is the owner of U.S. Application Serial No. 85/746,641 for the mark LEADER (the "Engage Application").

WHEREAS, subject to the terms and conditions of this Agreement, the Parties believe that their marks (collectively, the "Marks") may coexist in the marketplace without any likelihood of confusion, and they desire to use the Marks for their respective current uses, provided that all confusion and all likelihood of confusion between the Parties' uses is avoided;

WHEREAS, the Parties desire to set forth terms and conditions for the concurrent use of the Marks, or to the extent applicable, the registration of same, to avoid a likelihood of confusion between the Marks;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the adequacy of the consideration of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals above are incorporated as a part of this Agreement.

2. No Confusion. The Parties acknowledge that they have evaluated carefully Thomson Reuters' mark LIPPER LEADER and Engage's mark LEADER, including but not limited to the products, services, customers, channels of trade, geographic regions, costs and relevant industries identified thereby, and in recognition that there has, to date, been no known consumer confusion arising from the concurrent use of the mark LIPPER LEADER and the mark LEADER, and if the Parties comply with the terms of this Agreement, they agree that their respective uses and registrations of the mark LIPPER LEADER and the mark LEADER are not likely to cause consumer confusion.

3. Use of Marks:

3.1. In its advertising, promotion and sale of the services, Thomson Reuters will not intentionally use the mark LIPPER LEADER in such a manner as to cause actual confusion or a likelihood of confusion with the mark LEADER. Notwithstanding the foregoing, use in accordance with this Agreement shall constitute compliance with this Section.

3.2. In its advertising, promotion and sale of the services, Engage will use the marks LEADER in such a manner as not to cause actual confusion or a likelihood of confusion with the mark LIPPER LEADER. Engage will not use the term LIPPER or variations thereof in conjunction with the mark LEADER. Notwithstanding the foregoing, use in accordance with this Agreement shall constitute compliance with this Section.

4. No Objection to Registration or Use.

4.1. Thomson Reuters hereby confirms that, subject to the terms and restrictions hereunder, it does not object to Engage's application to register and use the mark LEADER, or any variants thereof (provided that such variants do not contain an additional component that is confusingly similar to the LIPPER mark or any other marks owned by Thomson Reuters) for use in connection with the products and services identified in the Engage Application as well as other products and services that are related thereto.

4.2. Engage hereby confirms that it does not object to Thomson Reuters' registration and use of the mark LIPPER LEADER, or any variants thereof for use in connection with Thomson Reuters' products and services as well as other products and services that are related thereto.

5. Agreement not to Oppose.

5.1. Except for instances in which applications, registrations, uses and licenses by Engage for the mark LEADER are in violation of the terms of this Agreement, Thomson Reuters will not oppose, seek to cancel or invalidate the mark LEADER and will not challenge or otherwise commence any action or suit concerning the use, registration, or applications for registration, of the mark LEADER.

5.2. Except for instances in which applications, registrations, uses and licenses by for the mark LIPPER LEADER are in violation of the terms of this Agreement, Engage will not oppose, seek to cancel or invalidate the mark LIPPER LEADER and will not challenge or otherwise commence any action or suit concerning the use, registration, or applications for registration, of the mark LIPPER LEADER.

6. Agreement not to Challenge Use.

6.1. Subject to the terms and restrictions hereunder, Thomson Reuters agrees not to directly or indirectly question, attack, contest or in any other manner impugn the validity and/or enforceability of the mark LEADER and Engage's rights therein, including without limitation, in any action in which enforcement of a provision of this Agreement is sought; nor shall Thomson Reuters willingly become a party adverse to Engage in any action, claim, suit, litigation, arbitration or other proceeding in which a third party contests the validity and/or enforceability of the mark LEADER or its rights therein.

6.2. Engage agrees not to directly or indirectly question, attack, contest or in any other manner impugn the validity and or enforceability of the mark LIPPER LEADER and Thomson Reuters' rights therein, including without limitation, in any action in which enforcement of a provision of this Agreement is sought; nor shall Engage willingly become a party adverse to Thomson Reuters in any action, claim, suit, litigation, arbitration or other proceeding in which a third party contests the validity and/or enforceability of the mark LIPPER LEADER or its rights therein.

7. Use of this Agreement. This Agreement may be submitted by either Party to any governmental agency or entity in support of such Party's right to use and register its respective marks, or any mark containing their respective marks, as evidence of the other Party's consent of same.

8. Future Action. The Parties agree to take further actions and execute any further agreements necessary to carry out the intent of this Agreement and to effectuate the consents provided in this Agreement. The Parties further agree that if they become aware of instances of actual confusion between the Parties' Marks that they will cooperate with each other and, to the extent appropriate, negotiate in good faith to attempt to amend this Agreement and to adopt additional terms and conditions regarding the use of such Marks so as to eliminate such confusion. Each Party's point of contact for communications related to this Agreement shall be the point of contact listed for each Party in Section 10, below.

9. Mediation. If the Parties are unable to resolve an issue of actual confusion by working together in good faith, they shall submit such issue to mediation in accordance with the Commercial Mediation Procedures established by the American Arbitration Association. With the exception of an action for a preliminary injunction, neither Party shall resort to litigation for any such instance of confusion arising from either Party's use of its respective marks until the mediation process has been completed and an acceptable solution cannot be found.

10. Notices. All notices or other communication provided for herein will be given in writing and delivered by courier or a recognized national overnight service, or by facsimile to the addresses or facsimile numbers of the Parties set forth as follows (unless changed by notice to the other Party as provided in this paragraph):

If to Thomson Reuters:

Alexandre A. Montagu
MontaguLaw, P.C.
1120 Avenue of the Americas, 4th Floor
New York, NY 10036

and

Donna LaVardera
Thomson Reuters

1 Station Place
Stamford, CT 06902

If to Engage:

Michael Bondi
Dicke, Billig & Czaja, PLLC
100 South Fifth Street, Suite 2250
Minneapolis, MN 55402

11. Termination. This Agreement will continue for as long as the Parties have rights in their respective Marks, and the Marks have not been abandoned or canceled for any reason other than on the basis of an inadvertently missed deadline. Either Party has the right to terminate this Agreement in the event of the other Party's material breach of this Agreement upon thirty (30) days prior written notice to the breaching Party, unless the breaching Party cures such breach within such thirty (30) day period.

12. Governing Law. This Agreement shall be interpreted, construed, and governed by and in accordance with the United States law of trademarks and service marks.

13. No Joint Venture, etc. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the Parties hereof.

14. Parties. All grants, covenants and agreements contained in this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. Each Party represents and warrants that it is the owner of all claims regarding the subject matter of this Agreement (the "Claims"), and that it has not assigned or transferred, or purported to assign or transfer, to any person or entity the Claims, or any interest in the Claims. A party may assign or transfer any of its rights or delegate any of its duties or obligations under this Agreement upon written notice to the other Party, except that no such notice is required to assign or transfer any of its rights or delegate any of its duties or obligations to an entity that controls, is controlled by, or is under common control with, such Party.

15. Due Authorization. Each Party represents to the other that it and the person executing this Agreement on its behalf is legally authorized to execute this Agreement and that the terms of this Agreement will be binding upon and enforceable against it, and its successors in interest and assigns.

16. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. This Agreement may be amended or modified only by a written instrument executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. If any provision hereof is deemed to be illegal or


Consent Agreement


Thomson Reuters Global Resources and Engage Technologies Corporation

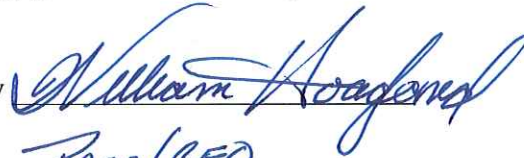
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unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force. This Agreement shall be construed as if all Parties prepared it jointly, and any uncertainty or ambiguity shall not be interpreted against any one Party. Each Party has had the opportunity to read, review and present this Agreement to counsel of its choosing and agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the date below.

Thomson Reuters Global Resources
Dated: July 15, 2013
By 
Joanna L. Murphy
Chief Counsel
Its _____

Thomson Reuters Global Resources
Dated: July 15, 2013
By 
David Chapman
VP of Finance and
Administration, TRGR
Its _____

Engage Technologies Corporation
Dated: July 31, 2013
By 
Its Pres/CEO