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Remarks:

ments or copy thereof.

1. Name of conveying party(ies): Jupiter Media Metrix, Inc. AdRelevance, Inc.	2. Name and address of receiving party(ies): Name: NetRatings, Inc Address: 120 West 45th Street New York, NY 10036
3. Nature of conveyance: X Assignment Execution Date(s): April 9, 2002	4. Patent Application number(s) 09/695,216 filed October 25, 2000
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Walter G. Hanchuk Address: Chadbourne & Parke LLP 30 Rockefeller Plaza New York, NY 10112	6. Total number of applications involved: 1 7. Total fee (37 CFR 3.41): \$40.00 <input type="checkbox"/> A check in the amount of is enclosed. X Charge to Deposit Account No.03-1240, Order No. 17220-020. <input checked="" type="checkbox"/> Charge any deficiencies to Deposit Account 03-1240, Order No. 17220-020.

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8. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of original document.		
Name of Person Signing Walter G. Hanchuk	Signature 	Date: <u>August 22, 2005</u>
Reg. No. <u>35,179</u> Total no. of pages including cover sheet, attachments and document: 7		

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09/02/2005 DBYRNE 00000021 031240 09695216
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("**Assignment**") is made and entered into as of April 8, 2002 by Jupiter Media Metrix, Inc., a Delaware corporation ("**Parent**"), AdRelevance, Inc., a Washington corporation and wholly-owned subsidiary of Jupiter Media Metrix, Inc. ("**Seller**") and NetRatings, Inc., a Delaware corporation ("**Buyer**").

WHEREAS, Parent, Seller and Buyer have entered into an Asset Purchase Agreement dated as of even date herewith (the "**Asset Purchase Agreement**"), pursuant to which Parent and Seller have agreed to transfer to Buyer and Buyer has agreed to accept and assume from Parent and Seller all rights, titles and interests in and to, among other things, all of Parent's and Seller's Intellectual Property (as defined in the Asset Purchase Agreement; capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), as described and/or identified on Schedule 2.01 to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Parent and Seller hereby assign, transfer and convey to Buyer, and Buyer accepts, all of Parent's and Seller's right, title and interest throughout the world in and to all the Intellectual Property, including all of the following included in the Purchased Assets": (A) U.S. and foreign patents, patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, renewal, revival, provisional, re-examination, utility, model, extensions, certificate of invention and design patents, patent applications, registrations and applications for registrations, including, without limitation, all of Parent's right, title and interest in and to the patent rights listed on Schedule 1 to this Assignment, (B) trademarks, service marks, trade dress, logos, tradenames, service names and corporate names and registrations and applications for registration thereof throughout the world ("Trademark Rights"), including, without limitation, all of Parent's right, title and interest in and to the Trademark Rights listed on Schedule 1 to this Assignment, together with the common law rights and goodwill of the business symbolized by such Trademark Rights and together with the right to recover for damages and profits from past infringements thereof, if any, and Internet domain names and registrations and applications for registrations thereof, including, without limitation, all of Parent's right, title and interest in and to the Internet domain name rights listed on Schedule 1 to this Assignment, (C) copyrights and copyrightable works, including, without limitation, all rights of authorship, use, publication, reproduction, distribution, performance, transformation, rights of ownership of copyrightable works and all rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright, including, without limitation, all of Seller's right, title and interest in and to the copyright rights listed on Schedule 1 to this Assignment, (D) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, ideas, manufacturing and operating specifications, formulae, hardware, processes, technical data, computer software programs and applications in both source and object code form data, sui generis database rights, and statistical models, and all documentation relating to any of the foregoing, (E) trade secrets and confidential business information, whether

patentable or nonpatentable and whether or not reduced to practice, know-how, patent creation and maintenance, product processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (F) other proprietary rights relating to any of the foregoing throughout the world (including without limitation associated goodwill and remedies against infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions) and (G) copies and tangible embodiments thereof.

2. Protection. Parent and Seller further assign all rights, and empower Buyer, its successors, assigns and nominees, with respect to the Intellectual Property, to make applications for patent, trademark, copyright or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable rights of priority in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Buyer.

3. Further Assurances. Parent and Seller further agree that they will: (i) cooperate with Buyer in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registration applications with respect to the Intellectual Property; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; and (iii) perform such other acts as Buyer lawfully may request, to facilitate Buyer's right to obtain, protect, maintain, defend or enforce any of the rights granted hereunder. In the event that Buyer is unable for any reason whatsoever to secure Parent's and/or Seller's signature to any document when so required to effectuate fully this Assignment, Parent and Seller hereby irrevocably designate and appoints Buyer and Buyer's duly authorized officers and agents as Parent's and Seller's agents and attorneys-in-fact to act for and on their behalf and instead of them, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Parent and Seller.

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Schedule 1 to the Assignment

Patents

1. U.S. Patent Application # US00/29352
2. U.S. Patent Application # 09/695216

Copyrights

1. AdRelevance 3.0, Computer Program, registered February 1, 2002 by AdRelevance, Inc., registration number TXu 945-380.
2. AdRelevance 2.0, Entire Computer Program, registered February 1, 2002 by AdRelevance, Inc. (prior version), #TXu 945-379


Trademarks

1. Active Trademarks/Applications

MARK	COUNTRY	APPLICATION NO. / SERIAL NO.	REG. NO.
AD ALERT	United States	75/928,673	2,462,859
AD ALERT	Norway	2000.05804	204,989
ADCENSUS	Australia	835362	835362
ADCENSUS	Norway	2000.05803	206,327
ADCONTACT	Norway	2000.05804	204,989
ADRELEVANCE	United States	75/643,158	2,488,315
ADRELEVANCE	Canada	1060233	N/A
ADRELEVANCE	Norway	2000.05801	206,325
ADRELEVANCE	Australia	835364	835,364
AR & DESIGN	European Union	1661578	835,865
AR & DESIGN	Norway	2000.05802	206,326
AR & DESIGN	Australia	835365	835,365
CLOUDPROBER	Norway	2001.01491	210,273

IN WITNESS WHEREOF, this Assignment of Intellectual Property has been duly executed and delivered by the duly authorized officers of Parent, Seller and Buyer as of the date above first written.

JUPITER MEDIA METRIX, INC.

By: 
Name: R. Becker
Title: CEO

ADRELEVANCE, INC.

By: 
Name: A.W. Smith
Title: VP

NETRATINGS, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, this Assignment of Intellectual Property has been duly executed and delivered by the duly authorized officers of Parent, Seller and Buyer as of the date above first written.


JUPITER MEDIA METRIX, INC.

By: _____
Name:
Title:

ADRELEVANCE, INC.

By: _____
Name:
Title:

NETRATINGS, INC.

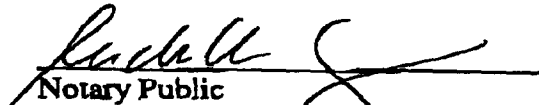
By:  _____
Name:
Title:

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Alan Shapiro, known to me to be the Vice President of Ad Revenue, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 9th day of April, 2002.


Notary Public

MICHELLE LUNG
NOTARY PUBLIC, State of New York
No. 02106065314
Qualified in New York County
Commission Expires 15, 2005

My commission expires: October 15, 2005