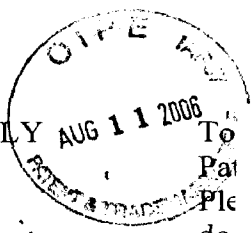


PATENTS ONLY



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|---|---|
| <p>1. Name of party or parties conveying an interest:</p> <p>MediaPlan, Inc.</p> | <p>2. Name and address of party or parties receiving an interest:</p> <p>Name: VNU Marketing Information Services, Inc. a Delaware Corporation 770 Broadway New York, New York 10003</p> |
| <p>3. Description of the interest conveyed:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement</p> <p>Execution Date: May 17, 1999</p> | <p>Other:</p> |
| <p>4. Application number(s) or patent number(s). Additional sheet attached? YES ___ NO <u>X</u></p> <p>A. Patent Application no.(s): 760,909 filed December 6, 1996</p> | <p>If the document is being filed together with a new application, the execution date of the application is:</p> <p>B. Patent no.(s): 5,845,284</p> |
| <p>5. Name and address of party to whom correspondence concerning this cover sheet should be mailed:</p> <p>Name: James A. Flight Reg. No. 37,622 HANLEY, FLIGHT & ZIMMERMAN, LLC 20 North Wacker Drive, Suite 4220 Chicago, Illinois 60606</p> | <p>6. Number of applications and/or patents identified on this cover sheet: 1</p> <p>7. Amount of fee enclosed or authorized to be charged: \$40.00</p> <p>8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 50-2455</p> |

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document. I hereby certify that this paper is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this date:

Date: August 4, 2006

James A. Flight
James A. Flight
Registration No.: 37,622

Total number of pages including cover sheet, attachments, and document: 12

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into as of the 17th day of May, 1999, by and between MediaPlan, Inc., an S corporation ("MPI"), with offices at 9730 South 700 East, Suite B-111, Sandy Utah, and Robert Wolf ("Wolf") and Carl Spaulding ("Spaulding"), the principle shareholders of MPI (MPI, Wolf and Spaulding are hereinafter referred to, collectively as "Sellers") and VNU Marketing Information Services, Inc., a Delaware corporation ("Purchaser").

RECITALS

WHEREAS, MPI owns all of its respective assets and business ("Assets"); and

WHEREAS, MPI desires to sell or assign certain of the Assets to the Purchaser; and

WHEREAS, the Purchaser desires to purchase or take assignment of certain of the Assets and certain specified liabilities associated therewith from MPI, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual representations and warranties, covenants and agreements contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS; PURCHASE AND SALE OF THE ASSETS; THE CLOSING

1.01 Certain Definitions. As used in this Agreement, the following capitalized terms shall have the meanings ascribed to them in the section of this Agreement set forth opposite such terms below:

| <u>Capitalized Term</u> | <u>Where Defined</u> |
|-------------------------|----------------------|
| "Accounts Receivable" | Section 2.07 |
| "Actions" | Section 2.15 |
| "Affiliate" | Section 2.04 |
| "Agreement" | Opening paragraph |
| "Assets" | Recital Number I |
| "Associate" | Section 2.04 |

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|--------------------------------------|-------------------|
| "Basket" | Section 8.04(g) |
| "Benefit Plans" | Section 2.17 |
| "Claim" | Section 8.03 |
| "Closing" | Section 1.02(a) |
| "Closing Date" | Section 1.02(a) |
| "Closing Payment" | Section 1.03(a) |
| "Closing Receivables" | Section 2.07 |
| "Closing Working Capital" | Section 2.06(c) |
| "Code" | Section 2.17 |
| "Disclosure Schedule" | Section 1.04(a) |
| "Division" | Section 1.03(b) |
| "Encumbrances" | Section 1.02(a) |
| "ERISA" | Section 2.17 |
| "Financial Statements" | Section 2.06(a) |
| "Guaranteed Contracts" | Section 2.06(d) |
| "Indemnitors" | Section 8.03 |
| "Person" | Section 2.03 |
| "Prior Financial Statements" | Section 2.06(a) |
| "Purchaser" | Opening paragraph |
| "Four-Month Financial Statements" | Section 2.06(a) |
| "Taxes" | Section 2.10(b) |

1.02 Purchase and Sale of the Assets.

(a) Closing. Subject to the terms and conditions of this Agreement, at a closing ("Closing") to occur on May 17, 1999, effective May 17, 1999 ("Closing Date") at the offices of Purchaser, 11 West 42nd Street, New York, New York (or at such other time and place as the parties may hereafter mutually agree), MPI shall sell, transfer, assign, and deliver to Purchaser, and Purchaser shall accept from MPI, the Assets, free and clear of all liens, mortgages, security interests, pledges, charges, agreements, restrictions, claims, retention of title provisions, defects in title and encumbrances of any kind or description (collectively, "Encumbrances"). Such sale and purchase of the Assets shall be deemed effective at 11:59 PM on the Closing Date. With effect from the Closing, title to all Assets capable of transfer by delivery shall transfer to Purchaser on delivery thereof. Beneficial ownership in respect of the Assets shall pass to the Purchaser at Closing and MPI shall thereafter be a trustee of the Purchaser of all the Assets not otherwise transferred until the same shall have been delivered or assigned to the Purchaser. The Assets include, without limitation, all of the business of MPI and the properties, tangible and intangible, which are owned, leased, licensed or used by MPI in connection with the business of MPI, as follows:

- (i) all prepayments and rights of MPI to receive refunds, in effect as of the Closing Date;

(ii) all fixed assets, including furniture, machinery and equipment, as set forth on the Fixed Assets Listing attached hereto as Exhibit A ("Fixed Asset Listing");

(iii) all intangible personal property relating to the business of MPI, as follows:

(A) the name MediaPlan and the goodwill of the business connected therewith or symbolized thereby;

(B) all trademarks, trade names, service marks and service names and the goodwill of the business connected therewith or symbolized thereby, and all copyrights, patents, processes, formulac, scientific and/or technical information, trade secrets, ideas, licenses, franchises, customer lists, databases, plans, reports, samples, prototypes, know-how, all items in application, development or other pending status and all similar items relating to the business of MPI;

REDACTED

REDACTED

Pages 4-11

REDACTED

2.14 Patents, Trademarks and Similar Rights. Section 2.14 of the Disclosure Schedule contains an accurate and complete list of (a) all trademarks, service marks, trade names, patents

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and copyrights which are owned by MPI for the benefit or use of MPI, and a list of all licenses and other agreements relating to the use of the same by third parties; (b) a list of all agreements relating to technology, know-how or processes which MPI is licensed or authorized to use by others; (c) MPI has provided copies of each Non-Disclosure and assignment of Proprietary Interest Agreement between MPI and each current employee of MPI. Except as set forth in Section 2.14 of the Disclosure Schedule, (d) MPI owns and has the right to use the trademarks, service marks, trade names, patents, copyrights, technology, software, know-how and processes which are necessary for the conduct of its business as now conducted, and the consummation of the transactions contemplated by this Agreement will not alter or impair any such rights, and will result in the Purchaser, and MPI, having the right to use all such trademarks, service marks, trade names, patents, copyrights, technology, software, know-how and processes; (e) no claims have been asserted by any Person for the use of any patents, trademarks, service marks, trade names, copyrights, technology, software, know-how or processes or challenging or questioning the validity or effectiveness of any such license or agreement, and MPI does not know of any valid basis for any such claim; and (f) the use of such trademarks, service marks, trade names, copyrights, technology, software, know-how or processes by MPI does not, and their use by Purchaser and MPI will not, infringe on the rights of any Person. Complete copies on magnetic media of the source code and object code for the software owned and used by MPI sufficient to permit recreation, revision or modification of such software by a third party qualified to do so, and copies of all user manuals or other documentation relating to such software, are maintained by MPI. Copies on magnetic media of all such source code, object code and manuals are maintained off the premises of MPI in a secure location.

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Pages 14-29

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first above written.

"PURCHASER"

VNU Marketing Information Services, Inc.

By: [Signature]

Title: President

Date: May 17, 1999

"MPT"

MediaPlan, Inc.

By: Carl Spaulding / [Signature]
CEO
May 17, 1999

Title: PRESIDENT

Date: May 17, 1999

"Wolf"

Robert Wolf

[Signature]

Date: May 17, 1999

"Spaulding"

Carl Spaulding

Carl Spaulding

Date: May 17, 1999

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EXHIBIT A

MEDIAPLAN, INC.
PENDING AND ISSUED
TRADEMARKS, SERVICE MARKS COPYRIGHTS
AS OF 04/07/99

EX-551 B
CONFIDENTIAL
Sullivan 2/14

| File No. | Mark | Mark Type | Status | Serial No., Patent No. or Registration No. |
|-----------|--|--------------------------|---------------------------|--|
| 13616.1 | Cyber Ads | Service mark | Issued-June 10, 1997 | Patent No. 5,845,284 |
| 13616.5f | MANAS for DOS Version 3.309 Copyright Method, Computer Program Product and System for a Reorienting Categorization Table | Copyright | Issued-February 27, 1999 | Reg. No. 2,070,209 TXU771-960 |
| 13616.6 | Method and Computer Program Product for Creating a Plurality of Mixed Pseudo-Records Composed of Weighted Mixtures of Existing Records in a Database | Patent | Issued-November 24, 1998 | Patent No. 5,842,218 |
| 13616.7 | MediaPlan | Patent | Issued-December 1, 1998 | Patent No. 5,845,284 |
| 13616.10a | PlanStock | Trademark-United Kingdom | Issued-January 7, 1998 | Reg. No. 2154965 |
| 13616.28 | PlanStock | Trademark | Filed | Serial No. 75/412,288 |
| 13616.28a | PlanStock | Trademark-United Kingdom | Issued-December 11, 1998 | Reg. No. 2170312 |
| 13616.29 | Planfx | Trademark | Filed | Serial No. 75/412,346 |
| 13616.29a | Planfx | Trademark-United Kingdom | Filed | Serial No. 2170305 |
| 13616.30 | Mixfx | Trademark | Filed | Serial No. 75/412,289 |
| 13616.30a | Mixfx | Trademark-United Kingdom | Filed | Serial No. 2170235 |
| 13616.31 | Brandfx | Trademark | Filed | Serial No. 75/412,299 |
| 13616.31a | Brandfx | Trademark-United Kingdom | Filed | Serial No. 2170259 |
| 13616.33 | Fregomalic | Trademark-United Kingdom | Filed | Serial No. 75/412,211 |
| 13616.34 | Cyber Ads | Trademark | Filed | Serial No. 75/412,277 |
| 13616.34a | Cyber Ads | Trademark-United Kingdom | Filed | Serial No. 2170309 |
| 13616.38a | Manas | Trademark-United Kingdom | Filed | Reg. No. 2026508 |
| 13616.39 | Manas | Trademark | Issued-September 20, 1996 | Reg. No. 1,990,918 |
| 13616.43 | MultiReach | Trademark | Issued-August 6, 1996 | Reg. No. 1,956,213 |
| 13616.44 | MediaPlan | Trademark | Issued-February 13, 1996 | Reg. No. 2116645B |
| 13616.45 | MediaPlan Rollup | Trademark | Issued-August 29, 1997 | Reg. No. 2116645A |
| 13616.63 | Brandfx | Trademark | Issued-August 29, 1997 | Not yet assigned |
| 13616.64 | Local Rollup | Copyright | Filed | Not yet assigned |
| 13616.65 | Partfx | Copyright | Filed | Not yet assigned |
| 13616.66 | Enterprise Rollup | Copyright | Filed | Not yet assigned |
| 13616.67 | MultiReach Version 1 | Copyright | Filed | Not yet assigned |

MEDIAPLAN, INC.
PENDING AND ISSUED
TRADEMARKS, SERVICE MARKS COPYRIGHTS
AS OF 04/07/99

| File No. | Mark | Mark Type | Status | Serial No., Patent No. or Registration No. |
|-----------|-------------------------------------|--------------------------|---------|--|
| 13616.68 | MultiReach Version 2 | Copyright | Filed | Not yet assigned |
| 13616.69 | MediaPlan.com | Trademark | Filed | Not yet assigned |
| 13616.70 | Enterprise Rollup | Trademark | Filed | Not yet assigned |
| 13616.70a | MediaPlan Enterprise Rollup | Trademark-United Kingdom | Filed | Serial No. 2190293 |
| 13616.71 | MediaPlan Local Rollup | Trademark | Filed | Not yet assigned |
| 13616.71a | MediaPlan Local Rollup | Trademark-United Kingdom | Filed | Serial No. 2190292 |
| 13616.72 | MediaPlan Desktop Rollup | Trademark | Filed | Serial No. 7563388 |
| 13616.72a | MediaPlan Desktop Rollup | Trademark-United Kingdom | Filed | Serial No. 2190294 |
| 13616.73 | Personal Rollup | Trademark | Filed | Not yet assigned |
| 13616.73a | Desktop Rollup | Trademark | Filed | Serial No. 2190291 |
| 13616.74 | Rollup Xtract Ver. 5.3.6.5 | Copyright | Filed | Not yet assigned |
| 13616.75 | Marketing Workbench | Trademark | Filed | Not yet assigned |
| 13616.76 | Volume Enhanced Ratings | Trademark | Filed | Not yet assigned |
| 13616.77 | Volume Enhanced GRPs | Trademark | Filed | Not yet assigned |
| 13616.78 | Volume Enhanced Reach and Frequency | Trademark | Filed | Not yet assigned |
| 13616.79 | Behavioral Reach and Frequency | Trademark | Filed | Not yet assigned |
| 13616.76 | Volume Enhanced Ratings | Patent | Pending | Not yet assigned |
| 13616.77 | Volume Enhanced GRPs | Patent | Pending | Not yet assigned |
| 13616.78 | Volume Enhanced Reach and Frequency | Patent | Pending | Not yet assigned |
| 13616.79 | Behavioral Reach and Frequency | Patent | Pending | Not yet assigned |