PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
M:METRICS, LLC	01/11/2011

RECEIVING PARTY DATA

Name:	comScore, Inc.
Street Address:	11950 Democracy Drive
Internal Address:	Suite 600
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12361466

CORRESPONDENCE DATA

Fax Number: (877)769-7945
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 783-5070
Email: apsi@fr.com
Correspondent Name: David L. Holt
Address Line 1: FISH & RICHARDSON P.C.
Address Line 2: P.O.BOX 1022
Address Line 4: MINNEAPOLIS, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	13186-0044001
NAME OF SUBMITTER:	Arlene F. Yates

Total Attachments: 7
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JOINT WRITTEN CONSENT OF
THE MEMBER AND MANAGER
OF M:METRICS, LLC

April 19, 2011

The undersigned Manager (the "***Manager***") and the sole Member (the "***Member***") of M:Metrics, LLC, a Delaware limited liability company (the "***Company***"), for the purpose of taking action without a meeting pursuant to the Delaware Limited Liability Company Act (the "***Act***"), hereby memorialize and ratify the following past actions:

WHEREAS: The Member and Manager previously orally agreed that it was advisable for, and in the best interests of, the Company to dissolve, wind up its affairs, and following the payment of all creditors, to distribute all remaining assets and funds of the Company to the Member in accordance with Section 18.804 of the Act and Section 13 of the Limited Liability Company Agreement of M:Metrics, LLC (the "***LLC Agreement***");

WHEREAS: The Manager had, at the time of filing of the Certificate of Cancellation with the State of Delaware, paid, satisfied or discharged from the Company's funds, all of the debts, liabilities, and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise made adequate provision for the payment and discharge thereof; and

WHEREAS: All remaining assets of the Company, including, without limitation, any patents and patent applications listed on **Exhibit A** hereto and other intellectual property, and including, without limitation, all rights of the Company to sue for past, present and future infringement, the right to collect and receive any damages, royalties, or settlements for such past, present and future infringements, all rights to seek and obtain injunctive or other equitable relief, and any and all causes of action relating to any of the assets of the Company, and all goodwill in connection with the foregoing (together the "***Assets***") were distributed to the Member immediately prior to the filing of the Certificate of Cancellation, in accordance with Section 18-804(a)(3).

NOW THEREFORE, BE IT

RESOLVED: That, pursuant to the LLC Agreement, the Member, constituting all members of the Company, and the Manager each hereby confirms, ratifies and approves of the dissolution and winding up of the affairs of the Company, and the distribution, effective as of January 11, 2011, to the Member of the Assets of the Company.

FURTHER RESOLVED: That in addition to and without limiting the foregoing, the proper officers of the Company are, and each of them singly is, hereby authorized, directed and empowered, to take or cause to be taken on behalf of the Company such further action, to negotiate or enter into such other agreements, to execute such documents, to make such commitments, and to pay such fees, expenses and disbursements as they deem necessary or appropriate in order to effect the purpose and intent of the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments and documents, as the case may be), and all legal actions heretofore taken by the officers and agents of the Company in connection with the subject of the foregoing resolutions be, and hereby are, approved, ratified and confirmed in all respects as the act and deed of the Company.

FURTHER RESOLVED: To the extent there are any rights or any other assets remaining in the Company the Member hereby authorizes the Manager, officers, employees, agents and representatives of the Company and of any person or persons designated and authorized to act by the Manager or any officer of the Company to transfer and assign *nunc pro tunc* any such rights or other assets to the Member, including, but not limited to, the patents and patent applications listed on **Exhibit A** hereto, and including, without limitation, all rights of the Company to sue for past, present and future infringement, the right to collect and receive any damages, royalties, or settlements for such past, present and future infringements, all rights to seek and obtain injunctive or other equitable relief, and any and all causes of action relating to any of the assets of the Company, and all goodwill in connection with the foregoing. The form of such assignment document is attached as **Exhibit B**.

FURTHER RESOLVED: That all legal actions taken by the Manager, officers, employees, agents and representatives of the Company and of any person or persons designated and authorized to act by the Manager or any officer of the Company, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted in all respects as the acts of the Company.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Member and Manager as of the date set forth above.

MANAGER:

By: ______________________
Name: Magid Abraham
Title:

MEMBER:

COMSCORE, INC.

By: ______________________
Name: Magid Abraham
Title: President & CEO

EXHIBIT A

PATENT APPLICATIONS AND ISSUED PATENTS

Serial No.	Filing Date	Title	Patent No.
61/062,596	01/28/08	Querying Wireless Network Offerings to Determine Advertising Content	
12/361,466	01/28/09	Querying Wireless Network Offerings to Determine Advertising Content	
60/832,408	07/21/06	Matching Users with Wirelessly Downloaded Video and Audio Content	
11/880,128	07/21/07	Matching Users with Wirelessly Downloaded Video and Audio Content	

60/795,543	04/27/06	System and Method to Query Wireless Network Offerings	
11/452,646	06/14/06	System and Method to Query Wireless Network Offerings	US 7,702,317
12/732,977	03/26/10	System and Method to Query Wireless Network Offerings	
60/995,750	09/27/07	System and Method to Query Wireless Network Offering	
12/240,456	09/29/2008	Querying Wireless Network Offerings	

Signature Page to Written Consent of the Manager and Members

60/694,451	06/27/05	Acquiring, storing, and correlating profile data of cellular mobile communications system's users to events	
11/183,339	07/18/2005	Acquiring, storing, and correlating profile data of cellular mobile communications system's users to events	US 7,849,154
12/961,092	12/06/2010	Acquiring, storing, and correlating profile data of cellular mobile communications system's users to events	
11/903,089	09/20/07	Acquiring, storing, and correlating profile data of cellular mobile communications system's users to events	

EXHIBIT A

ASSIGNMENT

IN CONSIDERATION OF good and valuable consideration, receipt of which is hereby acknowledged, M:Metrics, LLC, (hereinafter referred to as "Assignor") does hereby confirms and acknowledges its previous transfer and assignment of and, to the extent any rights or other assets remain with Assignor, the Assignor hereby sells, transfers, sets over and assigns *nunc pro tunc* unto:

ASSIGNEE: comScore, Inc.

and Assignee's successors, assigns, or nominees, any such rights or other assets to the Member, including, but not limited to, the patents and patent applications listed on **Exhibit A** hereto and any and all inventions disclosed in each of such patents and applications, and including, without limitation, all rights of the Company to sue for past, present and future infringement, the right to collect and receive any damages, royalties, or settlements for such past, present and future infringements, all rights to seek and obtain injunctive or other equitable relief, and any and all causes of action relating to any of the assets of the Company, and all goodwill in connection with the foregoing, and the rights to claim convention priority.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

COMPANY:

M:METRICS, LLC.

By: ______________________
Name: Magid Abraham
Title: President
Date: April 19, 2011

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