

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EmSense, LLC	01/24/2012
RECEIVING PARTY DATA	
Name:	The Nielsen Company (US), LLC., a Delaware Limited Liability Company
Street Address:	150 North Martingale Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13053043
CORRESPONDENCE DATA	
Fax Number:	(312)580-9696
Phone:	312-580-1020
Email:	sfilice@hfzlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Hanley, Flight & Zimmerman, LLC
Address Line 1:	150 S. Wacker Drive
Address Line 2:	Suite 2100
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	20225/EM035C1
NAME OF SUBMITTER:	Sergio D. Filice
Total Attachments: 8 source=Emsense_LLC_to_TNC_US_LLC#page1.tif source=Emsense_LLC_to_TNC_US_LLC#page2.tif source=Emsense_LLC_to_TNC_US_LLC#page3.tif	

OP \$40.00 13053043

source=Emsense_LLC_to_TNC_US_LLC#page4.tif
source=Emsense_LLC_to_TNC_US_LLC#page5.tif
source=Emsense_LLC_to_TNC_US_LLC#page6.tif
source=Emsense_LLC_to_TNC_US_LLC#page7.tif
source=Emsense_LLC_to_TNC_US_LLC#page8.tif

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment") is made as of January 24, 2012, by and between EmSense (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of EmSense Corporation. (the "Seller"), and The Nielsen Company (US), LLC, a Delaware limited liability company, 150 North Martingale Road, Schaumburg, Illinois, 60173 (the "Buyer") its successors and assigns. Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of January 24, 2012, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, (1) the entire worldwide right, title and interest of Seller in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications, including those set forth in **Schedule A** hereto and/or in the Asset Purchase Agreement of January 24, 2012, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letters Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Patent Assignment had not been made; (2) the full and complete right to file patent applications in the name of the Seller, the Buyer or the Buyer's designee, at the Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in any and all countries of the world including, without loss of generality, the right to claim priority to any of said Letters Patents and/or applications in filing any patent applications under this section; and (3) the entire right, title and interest of Seller in and to any Letters Patent in the United States and/or in any country which may issue from any Letters Patent or patent application specified in Schedule A and/or any Letters Patent issuing from any patent application filed under paragraph 1 of this agreement, , and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same (hereafter collectively referred to as "Patents").

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Patents and in and to the inventions represented thereby.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby

accepts the sale, conveyance, transfer and assignment of all worldwide right, title and interest of Seller in, to and under the Patents, together with the right of Seller to claim priority in all countries in accordance with international law, any and all rights of Seller corresponding to said Patents in countries throughout the world, and all of Seller's rights to sue for past, present or future infringement of said Patents worldwide together with all claims for damages by reason of past, present or future infringement of said Patents, and the right to sue for and collect the same for Buyer's own use and enjoyment, all to be held and enjoyed by said Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made. Seller hereby authorizes and requests the United States Patent and Trademarks Office and/or the Patent Office of any other country as appropriate to issue said Letters Patents in accordance with this Agreement. The Seller hereby authorizes the attorneys of record in any of said patent applications to insert in Schedule A the execution date and/or filing date and serial number of any such application(s) as needed in documenting the chain of title for the authorities in any country.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

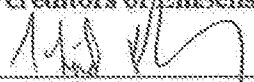
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller has caused its respective duly authorized officers to execute this Assignment as of the date first above written.


EmSense (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of EmSense Corporation.

By: 

Name: MICHAEL A MARTIN

Title: mgr

The Nielsen Company (US), LLC

By: 

Name: GENE POTRAY

Title: SVP Intellectual Property

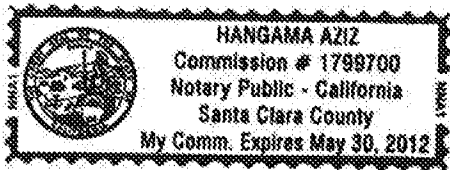
ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA

STATE OF CALIFORNIA

COUNTY OF Santa Clara } ss.

On 02/21/12, before me, Hangama Aziz notary public,
personally appeared Michael A. Maity,
Name(s) of Signer(s)

- ☒ personally known to me
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Hangama Aziz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Patent Assignment Agreement

Document Date: _____ Number of Pages: _____

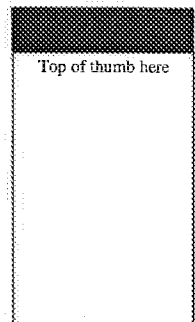
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is representing: _____



Schedule A

<u>Matter</u>	<u>Application Number (filing date) and Publication Number</u>	<u>Parent Continuity Data (date)</u>	<u>Child Continuity (filing date)</u>
<u>P001</u>	<u>11/804,517 (5/17/07);</u> <u>2008/0222670,</u>	<u>60/905,184 (3/7/07),</u>	<u>P001WO: PCT/US07/15019</u> <u>(6/27/07);</u> <u>P001CN: 200780052862.7</u> <u>(6/27/07);</u> <u>P001EP: 07809995.9 (6/27/07);</u> <u>P001IP: 2009-552657 (6/27/07);</u> <u>P015: 12/206,702 (9/8/08);</u> <u>P014: 12/206,700 (9/8/08);</u> <u>P009: 12/206,676 (9/8/08).</u>
<u>P002</u>	<u>11/804,555 (5/17/07);</u> <u>2008/0222671,</u>	<u>60/905,616 (3/8/07),</u>	<u>P002WO: PCT/US07/14955</u> <u>(6/27/07);</u> <u>P002CN: 200780052879.2</u> <u>(6/27/07);</u> <u>P002EP: 07796518.4 (6/27/07);</u> <u>P002IP: 2009-552656 (6/27/07).</u>
<u>P003</u>	<u>11/779,814 (7/18/07);</u> <u>2008/0295126,</u>	<u>60/905,079 (3/6/07),</u>	<u>P003WO: PCT/US07/16796</u> <u>(7/25/07);</u> <u>P003CN: 200780052869.9</u> <u>(7/25/07);</u> <u>P003EP: 07810808.1 (7/25/07);</u> <u>P003IP: 2009-552658 (7/25/07).</u>
<u>P004</u>	<u>11/500,678 (8/8/06);</u> <u>2007/0055169,</u>	<u>60/713,899 (9/2/05),</u>	<u>P004WO: PCT/US06/31569</u> <u>(8/8/06);</u> <u>P004CN: 200680031159.3</u> <u>(8/8/06);</u> <u>P004EP: 06824810.3 (8/8/06);</u> <u>P004IP: 2008-529085 (8/8/06).</u>
<u>P005</u>	<u>11/845,993 (8/28/07);</u> <u>2008/0221400.³</u>	<u>60/905,447 (3/8/07),</u>	<u>P005WO: PCT/US07/20714</u> <u>(9/24/07);</u> <u>P005CN: 200780052893.2</u> <u>(9/24/07);</u> <u>P005EP: 07838838.6 (9/24/07);</u> <u>P005IP: 2009-552661 (9/24/07).</u>
<u>P006</u>	<u>11/835,634 (8/8/07);</u> <u>2008/0221969,</u>	<u>60/905,182 (3/7/07),</u>	<u>P006WO: PCT/US07/17764</u> <u>(8/10/07);</u> <u>P006CN: 200780052868.4</u> <u>(8/10/07);</u> <u>P006EP: 07811241.4 (8/10/07);</u> <u>P006IP: 2009-552659 (8/10/07).</u>
<u>P007</u>	<u>11/846,068 (8/28/07);</u> <u>2008/0221472,</u>	<u>60/905,181 (3/7/07),</u>	<u>P007WO: PCT/US07/20713</u> <u>(9/24/07);</u> <u>P007CN: 200780052855.7</u> <u>(9/24/07);</u> <u>P007EP: 07852430.3 (9/24/07);</u> <u>P007IP: 2009-552660 (9/24/07).</u>
<u>P008</u>	<u>12/180,510 (7/25/08);</u> <u>2009/0030762,</u>	<u>P008P: 60/962,486 (7/26/07),</u>	

<u>P008WO</u>	<u>PCT/US08/09110 (7/25/08);</u> <u>WO 2009/014763</u>	<u>P008P: 60/962,486 (7/26/07);</u>	
<u>P009</u>	<u>12/206,676 (9/8/08);</u> <u>2009/0253996</u>	<u>P010P: 60/970,900 (9/7/07);</u> <u>P012P: 60/970,908 (9/7/07);</u> <u>P009P: 60/970,898 (9/7/07);</u> <u>P013P: 60/970,913 (9/7/07);</u> <u>P011P: 60/970,905 (9/7/07);</u> <u>CIP: P001: 11/804,517</u> <u>(5/17/07);</u> <u>CIP: P023: 11/681,265 (3/2/07);</u>	
<u>P009WO</u>	<u>PCT/US08/75640 (9/8/08);</u> <u>WO 2009/033181</u>	<u>P010P: 60/970,900 (9/7/07);</u> <u>P012P: 60/970,908 (9/7/07);</u> <u>P009P: 60/970,898 (9/7/07);</u> <u>P013P: 60/970,913 (9/7/07);</u> <u>P011P: 60/970,905 (9/7/07);</u>	<u>P009CN: 200830110604.4</u> <u>(9/8/08);</u> <u>P009EP: 08829090.3, (9/8/08);</u> <u>P009IN: 2218/DELNP/2010</u> <u>(9/8/08);</u> <u>P009JP: 2010-524229(9/8/08);</u>
<u>P014</u>	<u>12/206,700 (9/8/08);</u> <u>2009/0070798</u>	<u>P010P: 60/970,900 (9/7/07);</u> <u>P012P: 60/970,908 (9/7/07);</u> <u>P009P: 60/970,898 (9/7/07);</u> <u>P013P: 60/970,913 (9/7/07);</u> <u>P014P: 60/970,916 (9/7/07);</u> <u>P011P: 60/970,905 (9/7/07);</u> <u>CIP: P001: 11/804,517</u> <u>(5/17/07);</u> <u>CIP: P023: 11/681,265 (3/2/07);</u>	
<u>P014WO</u>	<u>PCT/US08/75649 (9/8/08);</u> <u>WO 2009/033187</u>	<u>P010P: 60/970,900 (9/7/07);</u> <u>P012P: 60/970,908 (9/7/07);</u> <u>P009P: 60/970,898 (9/7/07);</u> <u>P013P: 60/970,913 (9/7/07);</u> <u>P014P: 60/970,916 (9/7/07);</u> <u>P011P: 60/970,905 (9/7/07);</u> <u>P015P: 60/970,920 (9/7/07);</u>	<u>P014EP: 08829304.8 (9/8/08);</u>
<u>P015</u>	<u>12/206,702 (9/8/08);</u> <u>2009/0088610</u>	<u>P010P: 60/970,900 (9/7/07);</u> <u>P012P: 60/970,908 (9/7/07);</u> <u>P009P: 60/970,898 (9/7/07);</u> <u>P013P: 60/970,913 (9/7/07);</u> <u>P014P: 60/970,916 (9/7/07);</u> <u>P011P: 60/970,905 (9/7/07);</u> <u>P015P: 60/970,920 (9/7/07);</u> <u>CIP: P001: 11/804,517</u> <u>(5/17/07);</u> <u>CIP: P023: 11/681,265 (3/2/07);</u>	
<u>P016</u>	<u>12/244,737 (10/2/08);</u> <u>2009/0094627</u>	<u>P033P: 60/991,591 (11/30/07);</u> <u>P021P: 60/984,268 (10/31/07);</u> <u>P018P: 60/984,260 (10/31/07);</u> <u>P019P: 60/977,042 (10/02/07);</u> <u>P017P: 60/977,040 (10/02/07);</u> <u>P016P: 60/977,035 (10/02/07);</u> <u>P020P: 60/977,045 (10/02/07);</u>	

<u>P016WO</u>	<u>PCT/US08/78633 (10/2/08);</u> <u>WO 2009/046224.</u>	<u>P033P: 60/991,591 (11/30/07);</u> <u>P021P: 60/984,268 (10/31/07);</u> <u>P018P: 60/984,260 (10/31/07);</u> <u>P019P: 60/977,042 (10/02/07);</u> <u>P017P: 60/977,040 (10/02/07);</u> <u>P016P: 60/977,035 (10/02/07);</u> <u>P020P: 60/977,045 (10/02/07).</u>	
<u>P017</u>	<u>12/244,748 (10/2/08);</u> <u>2009/0094286.</u>	<u>P033P: 60/991,591 (11/30/07);</u> <u>P021P: 60/984,268 (10/31/07);</u> <u>P018P: 60/984,260 (10/31/07);</u> <u>P019P: 60/977,042 (10/02/07);</u> <u>P017P: 60/977,040 (10/02/07);</u> <u>P016P: 60/977,035 (10/02/07);</u> <u>P020P: 60/977,045 (10/02/07).</u>	<u>P017C: 13/252,910 (10/4/11).</u>
<u>P018</u>	<u>12/263,331 (10/31/08);</u> <u>2009/0131764.</u>	<u>P021P: 60/984,268 (10/31/07);</u> <u>P018P: 60/984,260 (10/31/07).</u>	
<u>P018WO</u>	<u>PCT/US08/82147 (10/31/08);</u> <u>WO 2009/059246.</u>	<u>P021P: 60/984,268 (10/31/07);</u> <u>P018P: 60/984,260 (10/31/07).</u>	
<u>P019</u>	<u>12/244,751 (10/2/08);</u> <u>2009/0094628.</u>	<u>P033P: 60/991,591 (11/30/07);</u> <u>P021P: 60/984,268 (10/31/07);</u> <u>P018P: 60/984,260 (10/31/07);</u> <u>P019P: 60/977,042 (10/02/07);</u> <u>P017P: 60/977,040 (10/02/07);</u> <u>P016P: 60/977,035 (10/02/07);</u> <u>P020P: 60/977,045 (10/02/07).</u>	
<u>P020</u>	<u>12/244,752 (10/2/08);</u> <u>2009/0094629.</u>	<u>P033P: 60/991,591 (11/30/07);</u> <u>P021P: 60/984,268 (10/31/07);</u> <u>P018P: 60/984,260 (10/31/07);</u> <u>P019P: 60/977,042 (10/02/07);</u> <u>P017P: 60/977,040 (10/02/07);</u> <u>P016P: 60/977,035 (10/02/07);</u> <u>P020P: 60/977,045 (10/02/07).</u>	
<u>P021</u>	<u>12/263,350 (10/31/08);</u> <u>2009/0133047.</u>	<u>P021P: 60/984,268 (10/31/07);</u> <u>P018P: 60/984,260 (10/31/07).</u>	
<u>P021WO</u>	<u>PCT/US08/82149 (10/31/08);</u> <u>WO 2009/059248.</u>	<u>P021P: 60/984,268 (10/31/07);</u> <u>P018P: 60/984,260 (10/31/07).</u>	<u>P021CN: 200880123640.4</u> <u>(10/31/08);</u> <u>P021EP: 08843747.0 (10/31/08);</u> <u>P021IN: 3775/DELNP/2010</u> <u>(10/31/08);</u> <u>P021IP: 2010-532307 (10/31/08).</u>
<u>P022</u>	<u>11/430,555 (5/9/06);</u> <u>2006/0257834.</u>	<u>60/679,635 (5/10/05).</u>	
<u>P023</u>	<u>11/681,265 (3/2/07);</u> <u>2008/0214902.</u>		<u>P009: 12/206,676 (9/8/08);</u> <u>P015: 12/206,702 (9/8/08);</u> <u>P014: 12/206,700 (9/8/08).</u>
<u>P024</u>	<u>11/852,189 (9/7/07);</u> <u>2009/0069652.</u>		<u>P024WO: PCT/US08/75651</u> <u>(9/8/08).</u>
<u>P031</u>	<u>11/959,399 (12/18/07);</u> <u>2009/0158308.</u>		<u>P031WO: PCT/US08/85723</u> <u>(12/5/08).</u>
<u>P033</u>	<u>12/326,016 (12/1/08);</u> <u>2009/0150919.</u>	<u>P033P: 60/991,591 (11/30/07).</u>	
<u>P033WO</u>	<u>PCT/US08/85203 (12/1/08);</u> <u>WO 2009/073634.</u>	<u>P033P: 60/991,591 (11/30/07).</u>	

<u>P034</u>	<u>12/835,714 (7/13/10);</u> <u>2011/0085700.</u>	<u>P034P: 61/225,186 (7/13/09).</u>	
<u>P034WO</u>	<u>PCT/US10/41878 (7/13/10);</u> <u>WO 2011/008793.</u>	<u>P034P: 61/225,186 (7/13/09).</u>	
<u>P035</u>	<u>13/053,016 (3/21/11);</u> <u>2011/0257937.</u>	<u>P035P: 61/315,924 (3/20/10);</u> <u>P038P: 61/315,929 (3/20/10);</u> <u>P036P: 61/315,925 (3/20/10).</u>	
<u>P035C1</u>	<u>13/053,043 (3/21/11);</u> <u>2011/0257502.</u>	<u>P035P: 61/315,924 (3/20/10);</u> <u>P038P: 61/315,929 (3/20/10);</u> <u>P036P: 61/315,925 (3/20/10).</u>	
<u>P035WO</u>	<u>PCT/US11/29262 (3/21/11);</u> <u>WO 2011/119502.</u>	<u>P035P: 61/315,924 (3/20/10);</u> <u>P038P: 61/315,929 (3/20/10);</u> <u>P036P: 61/315,925 (3/20/10).</u>	
<u>P037</u>	<u>13/053,097 (3/21/11)</u>	<u>P037P: 61/315,927 (3/20/10).</u>	(Not available).
<u>P037WO</u>	<u>PCT/US11/29272 (3/21/11);</u> <u>WO 2011/119509.</u>	<u>P037P: 61/315,927 (3/20/10).</u>	
<u>P039P</u>	<u>61/482,308 (5/4/11).</u>		
<u>P040P</u>	<u>61/483,563 (5/6/11).</u>		

¹ With regard to patent PO22-US-2006-0257834-A1 ("P022"), Seller has advised Buyer that, in consideration for the assignment of such patent to Assignor, a co-inventor of the patent was granted certain "shop rights" to use certain headsets embodying the technology claimed in P022 for noncommercial, educational purposes. The detailed terms of such use is not known to the Seller.