

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FERNANDO FALCON	03/31/2010
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MEDIA INSTRUMENTS S.A.	
<b>Street Address:</b>	VIA CALLONI 1	
<b>City:</b>	LUGANO	
<b>State/Country:</b>	SWITZERLAND	
<b>Postal Code:</b>	CH-6900	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	13192191	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	3125801020	
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<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606	
<b>ATTORNEY DOCKET NUMBER:</b>	20004/55263US01	
<b>NAME OF SUBMITTER:</b>	WILLIAM E. JACKLIN	
<b>SIGNATURE:</b>	/William E. Jacklin/	
<b>DATE SIGNED:</b>	07/11/2014	
<b>Total Attachments: 24</b>		
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# INTELLECTUAL PROPERTY TRANSFER AGREEMENT

between

**Media Instruments S.A.**  
Via Calloni 1  
6900 Lugano

on the one hand

hereinafter referred to as the "Company"

and

**Fernando Falcon**  
Via Ippodromo 105  
20151 Milano

hereinafter referred to as "FF"

as well as

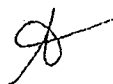
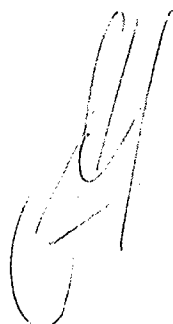
**Norwell S.A.**  
Via Lucchini 8  
c/o SAFIGEST SA  
6900 Lugano

hereinafter referred to as "Norwell"

on the other hand

Whereas, on December 18, 2002, FF, AGB NMR and the Company entered into an agreement whereby AGB NMR sold 50% of the share capital in the Company to FF against transfer by the latter to the Company of certain intellectual property rights as defined therein ("Assignment Agreement");

Whereas, FF and the Company, on December 18, 2002, entered into an employment contract ("Employment Agreement") by which FF was hired to direct the Company's efforts in pursuing its mission;



Whereas, by agreement dated July 4, 2007, FF transferred his 50% participation in the Company to Norwell, a wholly owned and controlled company of FF;

Whereas, as of the date hereof, AGB NMR and Norwell have entered into the SPA under which AGB NMR is buying all shares of the Company currently held by Norwell;

Whereas the Company has focused since its inception specifically on the development, production and servicing of AM Metering Technologies;

Whereas, the Parties acknowledge and agree that the entire right, title and interest in and to all Intellectual Property (as defined in the Assignment Agreement) worldwide was already assigned against adequate consideration, sufficiency of which is hereby also acknowledged, by FF and Norwell to the Company based on the Assignment Agreement and possibly based on the Employment Agreement;

Whereas, the Parties, as well as AGB NMR, wish to ensure that to the extent that this was not already the case, any and all know how and any other intellectual property rights concerning and/or in relation to AM Metering Technologies possibly still owned by FF and/or Norwell (but excluding any know-how or rights to the V-PANEL Concept), whether developed prior to the execution of the Assignment Agreement and Employment Agreement are transferred and assigned to the Company based on this Agreement;

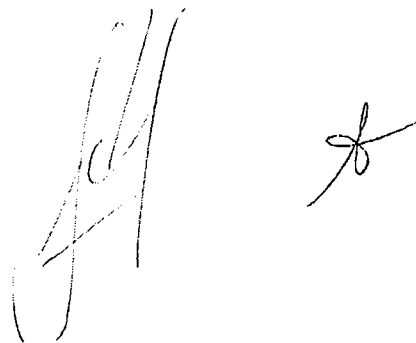
Whereas, the Parties and AGB NMR also wish to ensure that any and all rights, including Media Instruments Intellectual Property Rights, in connection with the AM Metering Technologies (but excluding any know-how or rights to the V-PANEL Concept) which will be directly or indirectly developed by FF and/or Norwell during the Hold-Off Period shall accrue directly in the Company or, where this is not possible, be transferred and assigned to the Company;

Whereas, the Parties acknowledge and agree that the purchase price to be paid by AGB NMR to Norwell under the SPA shall also constitute good, valuable, adequate and sufficient consideration for the transfers and assignments by Norwell and FF to the Company under this Agreement;



Now, therefore, the Parties agree as follows:

**1. Definitions**

- 1.1 "AGB NMR" shall mean AGB Nielsen Media Research MS S.A., Nähseydi 6, 6374 Buochs.


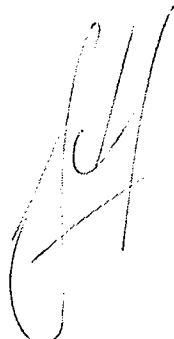


- 1.2 "Agreement" shall mean this Intellectual Property Transfer Agreement together with all its Annexes, which form an integral part of the same.
- 1.3 "AM" shall mean audience viewing or listening measurement for any media, including television, which refers to the activity of monitoring exposure of respondents to certain media content transmitted through media, e.g. television sets, mobile devices or the internet.
- 1.4 "AM Metering Technologies" shall mean any technology, idea, concept, algorithm, method, system, product or service concerning or relating to AM, including without limitation the CTS Hardware, the CTS Software, the CTS System and, in particular: a) detection methods for acquiring data describing exposure of individuals to media through television sets, digital media terminals, personal computers, and/or mobile phones; b) hardware designs for AM metering devices; c) software or software code and/or firmware for AM metering devices; d) software or software code and/or know-how for realizing communication protocols and/or for handling memory resources and/or for driving display resources, all of an AM metering device; e) software or software code and/or know-how for handling inter-home communications in an AM Panel System; f) software or software code and/or know-how for managing power supply in a AM metering device; g) software or software code and/or know-how for capturing and/or identifying infrared commands of consumer TV/media equipment; h) software or software code and/or know-how for using capturing infrared command information for generating exposure data; i) software or software code and/or know-how for detecting and logging actions taken by a computer user or mobile phone user for acquiring exposure data; j) software or software code and/or know-how for handling polling calls from AM panels; k) software or software code and/or know-how for managing reference generation in an AM system based on signature technology; l) software or software code and/or know-how for matching signatures in an AM system; m) software or software code and/or know-how for inserting and/or detecting watermarks and/or embedded codes in relation to an AM system; n) software or software code and/or know-how related to management and maintenance of an AM Panel System; and, o) any technology or know-how concerning a metering or measurement device for AM, irrespective of whether the metering or measurement device works through fingerprinting technology, codes embedded into the audio and/or video track of the media content or in any other way.
- 1.5 "AM Panel System" shall mean any system for obtaining Elementary Exposure Data from an AM panel, including any of the following three stages: a) a data capture stage for capturing exposure data; b) a data collection stage for collecting exposure data produced by stage (a) and transmitting such data to a storage and/or processing center; and, c) a data identification stage for identifying content items




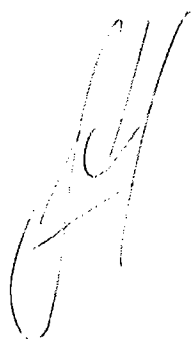
represented in the exposure data (e.g. through signature matching and/or coding techniques) for the purpose of delivering Elementary Exposure Data to be further expanded into audience information referring to a whole population.

- 1.6 "Competing Product" shall mean any product or service comprised in or to be used for the same purpose as the AM Metering Technologies.
- 1.7 "Confidential Information" shall mean all information of confidential nature disclosed by any Party under this Agreement (including any proprietary know how and without limitation any other proprietary information, trade secrets, such as knowledge of manufacturing or technical processes, financial data, and customer information) to the other Party. For FF and Norwell, but not for the Company, any proprietary information concerning Media Instruments AM Metering Technologies or Media Instruments Intellectual Property Rights shall constitute such Confidential Information.
- 1.8 "CTS Hardware" shall mean any hardware for any aspect of the Media Instruments AM Metering Technologies, as well as any other hardware, device, equipment or other physical assets belonging or related to the Media Instruments AM Metering Technologies either (i) developed entirely or partly, directly or indirectly by or for FF, Norwell or the Company or its affiliates, including Media Instruments Italy S.r.l.; (ii) necessary for conducting the Company's or its affiliates business as it is now conducted; (iii) or otherwise developed and/or used within and/or in connection with the Media Instruments AM Metering Technologies.
- 1.9 "CTS Software" shall mean all software programs within and/or in connection with the Media Instruments AM Metering Technologies (including their full and complete object code and source code) developed entirely or partly, directly or indirectly by or for FF, Norwell or the Company or its affiliates, including Media Instruments Italy S.r.l., and all software required to operate or used within and/or in connection with the Media Instruments AM Metering Technologies, including without limitation the software embedded in a metering device, the software related to a signature reference system and data processing center software concerning an AM Panel System.
- 1.10 "CTS System" shall mean an AM Metering Technology consisting of (i) CTS Hardware; (ii) CTS Software; (iii) content tracking system algorithms (c.g. signature generation and matching); (iv) signature reference sites and a signature reference data base; (v) technology related to embedded code into the audio and/or video track of media content and/or a respective database (active and passive parts); and/or (vi) technical processes necessary to capture media consumer (e.g. viewer) information or to capture any other information from a panel of respondents in connection with AM, to deliver or transfer the same to a



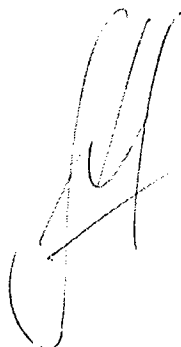
data processing center and/or to process such information (e.g. to collect data regarding AM, to match such collected data against a database in order to recognize a program) as well as methods and technologies used to process such collected data, irrespective of how the system functions (e.g. whether technology is hardwired into equipment, works with a microphone connected to a television or by infrared detection of heads to determine media consumers' interaction with their television).

- 1.11 **"Elementary Exposure Data"** shall mean information in the form of records describing exposure of respondents to content items rendered or delivered by any media device (e.g. television sets, personal computers, mobile phones, etc.).
- 1.12 **"Hold-Off Period"** shall mean a period starting on the date hereof and ending upon the last to expire of the New Employment Agreement and all of the non-compete covenants of FF or Norwell under this Agreement, the SPA or the New Employment Agreement, provided, however, that the Hold-Off Period shall be at least five years.
- 1.13 **"Media Instruments AM Metering Technologies"** shall mean any portion of AM Metering Technologies developed by or for and/or offered by any of the Parties and/or their affiliates up to the present time and during the Hold-Off Period, including but not limited to the content tracking system technology consisting of the CTS System as well as any and all AM Metering Technologies within UNITAM.
- 1.14 **"Media Instruments Copyrights"** shall mean all copyrights worldwide that are owned by FF and/or Norwell in relation to AM Metering Technologies, as well as technology related thereto, including without limitation the copyrights to the source and object codes of any software required to operate or used in connection with the Media Instruments AM Metering Technologies and all copyrights worldwide in or related to the Media Instruments Invention, irrespective of their registerability or registration and irrespective of whether they already exist or accrue in the future, including the right to sue for past and future infringement.
- 1.15 **"Media Instruments Intellectual Property Rights"** shall mean the Media Instruments Invention, the Media Instruments Patents, the Media Instruments Copyrights, the Media Instruments Know How, and all other intellectual property rights worldwide relating to the Media Instruments AM Metering Technologies and technologies related thereto, including, without limitation, any registered and unregistered copyrights, trade secrets, confidential information, patents, patent applications, trademarks (listed in Annex 1), trademark applications, trade names, algorithms, rights to databases, designs and applications for designs, including any improvements thereto, irrespective of their registerability or registration, and



irrespective of whether they already exist or accrue in the future, including the right to sue for past and future infringement.

- 1.16 "Media Instruments Invention" shall mean all inventions, discoveries and/or methods existing today or made by FF and/or Norwell during the Hold-Off Period, which are subject to, described in or required for use with any of the Media Instruments Patents, as well as any other inventions and discoveries made by FF and/or Norwell and/or methods relating to the Media Instruments AM Metering Technologies, including any improvements thereto and intellectual property rights in connection therewith and the right to file patent applications worldwide based on these Media Instruments Inventions, discoveries and/or methods, irrespective of their registerability or registration and of whether they have already been made/developed or are made/developed during the Hold-Off Period.
- 1.17 "Media Instruments Know How" shall mean all of the know-how and useful and valuable information concerning the Media Instruments AM Metering Technologies either developed by or known to FF and/or Norwell, as well as any useful and valuable work results of FF and/or Norwell relating to the Media Instruments Invention, the Media Instruments Patents and/or the AM Metering Technologies and technology related thereto, including without limitation any and all useful and valuable technical information, data, databases and data collections, algorithms, methodologies, proprietary information, drawings, system internals, technology results, analyses, studies, compilations, evaluations, research, skills, findings, expertise, solutions, concepts, methods, machines, or other materials, show-how, trade secrets, full and complete (past, present and future) object and source code of all CTS Software, passwords and security keys and codes (e.g. to computer systems), full engineering schematics of the CTS Hardware, complete design documents for the CTS Hardware (including the metering devices and all pieces required to manufacture and produce the metering devices), irrespective of whether they exist in oral, written, electronic or in any other form, irrespective of their registerability and/or registration, and irrespective of whether they already exist or are developed/become known to FF and/or Norwell during the Hold-Off Period.
- 1.18 "Media Instruments Patents" shall mean the patents and patent applications listed in Annex 2, and any and all other patents and applications for patents, in each case relating to the Media Instruments AM Metering Technologies, in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon the Media Instruments Invention, or upon the patents and patent applications mentioned above, reissues, and extensions of patents granted for the Media Instruments Invention or upon said applications, and every priority right that is or may be



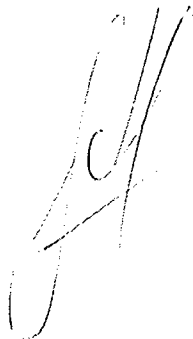


predicated upon or arise from said Media Instruments Inventions, said discoveries, said applications, and said Media Instruments Patents, including the right to sue for past and future infringement, to the extent they are directly or indirectly, wholly or partly owned by, registered or applied for in the name of FF and/or Norwell.

- 1.19 "New Employment Agreement" shall mean the employment agreement entered into by the Company and FF on the date hereof.
- 1.20 "Party" or "Parties" shall mean either one or all parties to this Agreement.
- 1.21 "SPA" shall mean the stock purchase agreement concerning the sale of shares in the Company from Norwell to AGB NMR entered into as of the date hereof.
- 1.22 "UNITAM" is an AM Metering Technology comprising hardware and software elements, consisting of an integrated AM Panel System, including peoplometers, a full featured polling system and multi-purpose centralized content identification software.
- 1.23 "V-PANEL Concept" shall mean any technology, idea, concept, algorithm, method, system and/or intellectual property right derived from or relating solely and exclusively to the concept developed by FF during 2007-2008 regarding a method capable of combining audience information obtained from two or more panels in connection with the processing of exposure data after it has been delivered by an AM Panel System or any other source of Elementary Exposure Data (e.g., a set-top box return path system), as specified in Annex 4. For the avoidance of doubt, the V-PANEL Concept shall be deemed expressly excluded from the definitions of Media Instruments AM Metering Technologies, Media Instruments Copyrights, Media Instruments Intellectual Property Rights, Media Instruments Invention, Media Instruments Know How and Media Instruments Patents.

## 2. Transfer and Assignment of Intellectual Property Rights

- 2.1 To the extent such transfer and assignment has not already taken place, FF and Norwell hereby irrevocably transfer and assign to the Company the entire right, title and interest in and to all the Media Instruments Intellectual Property Rights worldwide for good and valuable consideration, the sufficiency of which is hereby acknowledged.
- 2.2 Without limitation to the foregoing, FF and Norwell hereby in particular transfer and assign the entire right, title and interest in, to and from the Media Instruments Copyrights, the Media Instruments Invention and all Media Instruments Patents



worldwide to the Company. The transfer and assignment includes the right of the Company to file any patent applications in any or all countries for the Media Instruments Invention in FF's and/or Norwell's name or in the name of the Company or otherwise as the Company may deem advisable. Moreover, the transfer and assignment includes any and all documents describing any aspect of any portion of the Media Instruments AM Metering Technologies in possession or control of FF and Norwell, including photographs, models, samples and other physical exhibits in connection with the application for, maintenance or enforcement of the Media Instruments Patents or which may be useful for establishing the facts of FF's and/or Norwell's conceptions, disclosures and reduction to practice of the Media Instruments Invention. FF and Norwell warrant and represent that they have delivered to the Company, on the date hereof, a DVD which to the best of their knowledge, contains all such documents, along with a directory describing the information contained therein.

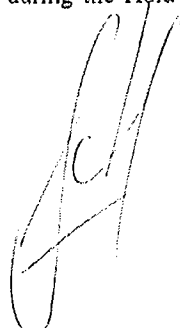
2.3 Without limitation to the foregoing,

2.3.1 FF and Norwell hereby in particular transfer and assign the entire right, title and interest in and to all Media Instruments Know-How worldwide to the Company.

2.3.2 FF and Norwell have delivered and transferred to the Company on the date hereof possession and ownership of the entire Media Instruments AM Metering Technology, including but not limited to the CTS Hardware and CTS Software – as far as it was not already owned and in possession of the Company – as well as all Media Instruments Know-How, existing in written, electronic or other tangible form, including but not limited to (i) the full and complete source and object code of the CTS Software; (ii) a full documentation of any algorithms and methodologies relating to the Media Instruments AM Metering Technologies; (iii) full engineering schematics and complete design documents of the CTS Hardware, including in particular the metering devices and all pieces required to manufacture and produce the metering devices; (iv) any passwords, security keys and codes (e.g. to computer systems).

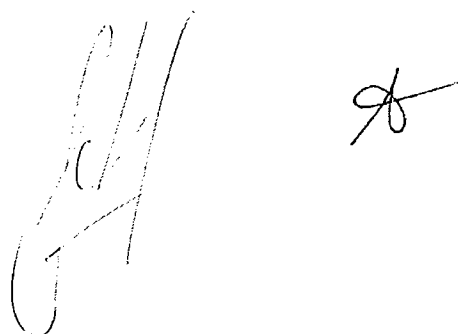
2.3.3 Where the Media Instruments Know-How does not yet exist in written, electronic or other tangible form at the date hereof, FF and Norwell undertake to bring such Media Instruments Know-How into written or electronic form and deliver such Media Instruments Know-How to the Company within six (6) months after the date hereof.

2.4 For the avoidance of doubt: the assignments and transfers in Sections 2.1 to 2.3 above also include all Media Instruments Intellectual Property Rights which may accrue during the Hold-Off Period. To this purpose, FF and/or Norwell hereby



accept to immediately inform the Company of any development regarding the Media Instruments Intellectual Property Rights, including any improvements thereto, which they may develop during the Hold-Off Period.

- 2.5 The Company hereby accepts the transfer and assignment as set forth in Sections 2.1 to 2.4 above. In particular, the Company enters into all rights and obligations of FF and/or Norwell concerning any intellectual property application proceedings (e.g. patent applications) pending at the time this Agreement is signed by all Parties.
- 2.6 The Company acknowledges and agrees that the V-PANEL Concept, as described in Annex 4 and within the representations set forth in Section 3.7, is not part of any transfer or assignment or grant of license under this Agreement and that FF and/or Norwell shall be free to use, exploit, develop and dispose at will of the V-PANEL Concept (to the extent that this does not require any rights or licenses to any Media Instruments Intellectual Property Rights or other rights of the Company or its affiliates) and shall not be obliged to transfer, assign or license any portion of the V-PANEL Concept to the Company. The Company further acknowledges and agrees that any product or service embodying solely the V-PANEL Concept (and does not require any rights or licenses to any Media Instruments Intellectual Property Rights or other rights of the Company or its affiliates) and compliant with the representations set forth in Section 3.7 shall not be deemed to be a Competing Product.
- 2.7 FF and Norwell will sign the short form assignment attached as Annex 3, but shall also, upon first request of the Company, take any additional action necessary to effectuate the transfer and assignment of all Media Instruments Intellectual Property Rights to the Company and to have such transfer and assignment registered with the respective authorities and recorded in the respective registers. FF and Norwell will upon the Company's first request and at the Company's expense, but without additional consideration to FF or Norwell, do all acts reasonably serving to assure that the Media Instruments Intellectual Property Rights shall be held and enjoyed by the Company as fully and entirely as the same could have been held and enjoyed by FF and/or Norwell if the Agreement had not been made; and particularly to execute and deliver to the Company all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimer, and lawful affidavits in form and substance as may be requested by the Company; and to communicate to the Company all facts known to FF or Norwell relating to the Media Instruments Intellectual Property Rights or the history thereof. In addition, FF and Norwell shall reasonably support the Company in any application proceeding concerning Media Instruments Patents in accordance with the New Employment Agreement or, should the New Employment Agreement be terminated by FF, at their own cost, until all processes

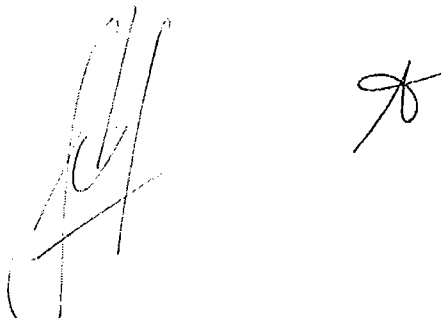
The block contains two handwritten signatures. The signature on the left is a large, stylized 'FF' with a long vertical stroke extending downwards. The signature on the right is a smaller, more compact signature, possibly 'Norwell', with a distinct loop and a horizontal stroke.

regarding the Media Instruments Patents based on such applications have been completed or terminated, and in particular also advise the Company in this respect.

- 2.8 FF and Norwell authorize and request the patent offices and other empowered officials of any governments to issue or transfer all Media Instruments Patents and other Media Instruments Intellectual Property Rights to the Company, as assignee of the entire right, title and interest therein or otherwise as the Company may direct.
- 2.9 In addition, FF will advise the Company with regard to the Media Instruments Intellectual Property Rights and the AM Metering Technologies and technology related thereto, and will provide cooperation and technical assistance to the Company with respect to its products and services under the New Employment Agreement or after termination of the New Employment Agreement, as may be reasonably requested by the Company from time to time for the purpose of ensuring that the Media Instruments AM Metering Technologies is complete and operative. Moreover, FF will bring the Media Instruments Know How into written or electronic form according to Section 2.3.3 above irrespective and independent of the New Employment Agreement.
- 2.10 In addition to the obligations above, FF and Norwell agree that they shall use reasonable efforts to assist the Company in obtaining, transferring, maintaining, defending and enforcing patents, copyrights, trade secrets and other legal protection for the Media Instruments Intellectual Property Rights throughout the world, provided that for any such activities, the Company shall compensate FF and Norwell at a reasonable rate for time actually spent at the Company's request on such assistance.


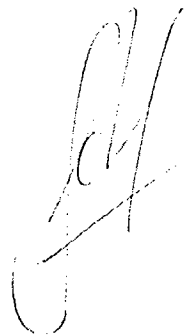
### 3. Warranties and Representations

- 3.1 FF and Norwell warrant and represent that the Media Instruments Patents (excluding, for the purpose of this Section 3.1, patent applications) have been duly and validly registered and granted (unless specifically stated otherwise in Annex 2) and FF and/or Norwell hold full right, title and interest in and to all Media Instruments Intellectual Property Rights as well as the Media Instruments AM Metering Technologies to be transferred and delivered according to Section 2.1 to 2.5 above.
- 3.2 FF and Norwell warrant and represent that they have the good right to sell, transfer and assign the Media Instruments Intellectual Property Rights as well as the Media Instruments AM Metering Technologies to be transferred and delivered according to Section 2.1 to 2.5 above clear and free of all liens, encumbrances,



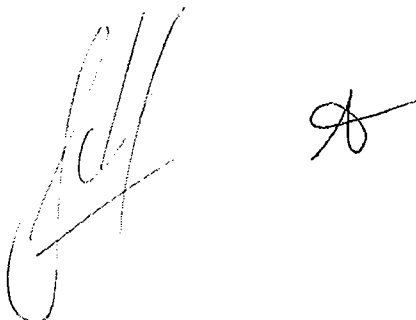
restrictions on transfer, seizure, etc., that no rights in the Media Instruments Intellectual Property Rights, in particular without limitation no licenses, have been granted by FF or Norwell to any third parties and they have not assigned any portion of the Media Instruments Intellectual Property Rights to third parties. For the avoidance of doubt, the Parties acknowledge and agree that limited licenses have been granted expressly or impliedly by the Company in the ordinary course of business to its providers and clients, provided, however, that FF and Norwell represent and warrant that neither they nor their affiliates have been granted any such licenses.

- 3.3 FF and Norwell warrant and represent that, to the best of their knowledge, the Media Instruments Intellectual Property Rights as well as the Media Instruments AM Metering Technologies to be transferred and delivered according to Section 2.1 to 2.5 above and their use by the Company or its affiliates has not, does not infringe upon or conflict with any rights of any third parties. The Parties are aware that the legal title relating to the CTS technology was challenged by the Slovenian company AGB Lab in the past and that an investigation was conducted which showed that the suspicion was unfounded and that neither FF nor Norwell infringed any third party rights.
- 3.4 FF and Norwell warrant and represent that they have exercised all reasonable efforts to keep all of the Media Instruments Know-How and the Media Instruments Invention that has been under control of FF and/or Norwell until the date hereof secret and have not disclosed any portions to any third party, except as far as any of such portions of the Media Instruments Know-How and/or the Media Instruments Invention have been disclosed to a governmental authority or to FF's or Norwell's representatives in the course of any application proceeding concerning a Media Instruments Patent or the grant of a Media Instruments Patent, and that they do not have any obligation to disclose the Media Instruments Intellectual Property Rights to any third parties. For the avoidance of doubt, the Parties acknowledge and agree that portions of the Media Instruments Know-How and the Media Instruments Invention have been disclosed by the Company to third parties in the ordinary course of business pursuant to customary non-disclosure agreements.
- 3.5 FF and Norwell warrant and represent that the Media Instruments AM Metering Technologies and Media Instruments Know How transferred and delivered to the Company as well as the Media Instruments Intellectual Property Rights assigned to the Company under this Agreement are complete and permit the operation of the Media Instruments AM Metering Technologies as now operated in the course of the Company's and its affiliates' business. FF and Norwell warrant and represent that the Media Instruments Intellectual Property Rights to be transferred under this Agreement, together with any intellectual property rights that the



Company already owns or has license to use, constitute all of the intellectual property (i) which are necessary for the conduct of their business as it is now conducted and; (ii) the Company does not require any additional intellectual property rights owned by or in the possession of FF, Norwell or any other third party to do so, in particular but not limited to patents for which FF or Norwell are the applicant and/or the inventor other than the Media Instruments Patents; and (iii) the Company does not require any additional equipment or physical assets owned by or in the possession of FF or Norwell to do so.

- 3.6 Norwell and FF warrant and represent that they have transferred and assigned to the Company all Media Instruments Intellectual Property Rights and delivered to the Company all Media Instruments AM Metering Technologies and Media Instruments Know-How, which is in written, electronic or other tangible form, and all documentation related thereto, including in particular the deliverables mentioned in Section 2.3.3 above (to be delivered as specified), as well as all equipment and physical assets in relation to Media Instruments AM Metering Technologies that were still in the possession of FF and/or Norwell or their respective affiliates (other than the Company).
- 3.7 FF and Norwell warrant and represent that the V-PANEL Concept does not include or make use of: a) the notion of audio or video signatures or signature algorithms in general; b) any signature scanning or matching algorithms, processes, techniques or technologies used for the operation and/or management of signature matching systems; c) any technologies used in connection with broadcast monitoring sites or reference generation in general; d) any technologies used for capturing and/or collecting AM data from a panel (i.e. metering technologies) regarding any type of media (e.g. television, web, mobile phones) or any technologies used in connection with the management of such processes (e.g. remote meter maintenance, polling management); e) any technologies used in connection with the insertion and/or extraction of identification codes or tags in any type of media; or, f) any technologies specific to the AM Metering Technologies. Furthermore, FF and Norwell warrant and represent that any future product or service developed by or for FF and/or Norwell, whether embodying the V-PANEL Concept or otherwise, shall not concern the generation of Elementary Exposure Data and that any processing performed on such data shall only occur after such data has been consigned by respective sources, and that any such product or service will not use and will not be based on or part of any Media Instruments Intellectual Property Rights or any AM Metering Technologies offered or used, or previously offered or used, by either the Company or the Subsidiary (as defined in the SPA).
- 3.8 Norwell and FF warrant and represent that neither Norwell nor FF nor any of their affiliates will raise any claims, demands or actions for payments or other forms of

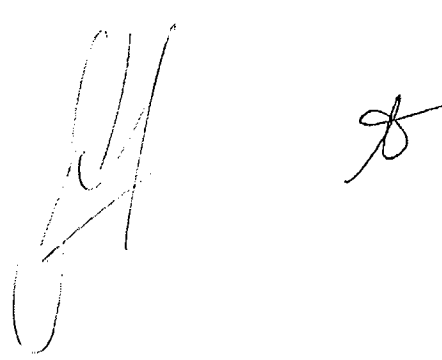


remuneration against the Company or any affiliate of the Company in addition to the purchase price that has to be paid by AGB NMR under the SPA or to the salaries that have to be paid by the Company under the New Employment Agreement, in connection with the present or future assignment or transfer of Media Instruments Intellectual Property Rights as set forth in this Agreement and/or the New Employment Agreement and they hereby waive any such claims. Norwell will indemnify and fully hold the Company and any affiliate of the Company harmless from and against any such claims, demands or actions, including costs and expenses.

- 3.9 The Parties acknowledge and agree that the aggregate maximum liability of FF and Norwell under this Agreement and the SPA shall be limited to the purchase price set forth in art. 2.2 of the SPA paid by AGB NMR pursuant to art. 3.2 of the SPA, it being understood that if the Company's claims hereunder or AGB NMR's claims thereunder exceed the amounts actually paid to Norwell thereunder through the date of such claim, AGB NMR's sole remedy shall be to set off the amounts of such claims against the remaining installments of the purchase price to be paid to Norwell thereunder, provided that the foregoing limitation shall not in any way restrict the Company's ability to seek injunctive relief or specific performance of the terms and conditions of this Agreement.

#### 4. CONFIDENTIALITY

- 4.1 FF and Norwell undertake to keep the Confidential Information strictly confidential for a total period of ten (10) years. In addition, FF and Norwell shall not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the Company, directly or indirectly, use or authorize or permit the use of any of the Confidential Information, except such Confidential Information that constitutes general skills and/or general know-how belonging to the field of computer science that bears no value in relation to the AM Metering Technologies.
- 4.2 FF and Norwell understand that a breach of their obligations under Section 4.1 might cause serious damage to the Company and its affiliates. In the event FF or Norwell violate an obligation under Section 4.1 above, the Company shall be entitled to seek judicial enforcement of such obligation. Furthermore, FF and Norwell agree to pay to the Company an amount of CHF 100,000.00 as liquidated damages for each violation of a duty or obligation under Section 4.1. FF and Norwell shall be jointly and severally liable for such payments. The payment of the liquidated damages does neither relieve FF or Norwell from observing their obligations under this Section 4.1 nor affect any other rights the Company or any of its affiliates might have under the SPA or the New Employment Agreement



and shall not prejudice the right of the Company to demand specific performance or injunctive relief from the competent courts. The Company's right to claim damages exceeding the amount of liquidated damages is expressly reserved.

- 4.3 The Parties agree to keep in strict confidence and not to make any public announcements at any time regarding the terms and conditions of this Agreement, unless such disclosure or public announcement is required under applicable laws or stock exchange regulations or ordered by any competent judicial or regulatory authority or stock exchange (in which case the Parties shall, to the extent practicable and permissible, consult with each other prior to any such disclosure). Notwithstanding the foregoing, AGB NMR and the Company shall be permitted to disclose to in the ordinary course of their respective businesses the fact that AGB NMR has acquired all of the equity interests of the Company and that FF is no longer a full-time employee of the Company.

## 5. MISCELLANEOUS PROVISIONS

- 5.1 Should any of the provisions of this Agreement be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected. The Parties shall replace the invalid or unenforceable provisions by other provisions which will as closely as legally permitted reflect the original intention of the Parties.
- 5.2 In order to be valid, any modification and/or amendment of the Agreement must be in writing and duly signed by all Parties.
- 5.3 All notices required under this Agreement shall be given with registered letter or facsimile to the addresses indicated on the front page hereof or to such other addresses as are from time to time notified by one Party to the other Parties.
- 5.4 A failure to exercise or delay in exercising a right or remedy under this Agreement or by law by any Party does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 5.5 This Agreement shall be governed by and construed in accordance with Swiss Law without regard to the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods ("Vienna Convention").
- 5.6 Any disputes, controversies or claims arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the

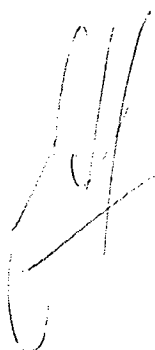
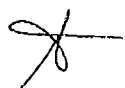




notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The seat of arbitration shall be Zurich. The arbitral proceedings shall be conducted in English. Notwithstanding the foregoing, an aggrieved party seeking injunctive relief for a breach of the provisions of this Agreement shall have the right to immediately proceed directly to a competent court to seek such injunctive relief.

- Annex 1: List of Media Instruments Trademarks
- Annex 2: List of Media Instruments Patents and Patent Applications
- Annex 3: Form Assignments
- Annex 4: Abstract of V-Panel Concept

*[Signatures follow on next page.]*

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Date/Place: \_\_\_\_\_

**Media Instruments S.A.**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date/Place: LUGANO, 26.03.2010

**Norwell S.A.**

  
\_\_\_\_\_

Name: Domenico Scarfo

Title: DIRECTOR

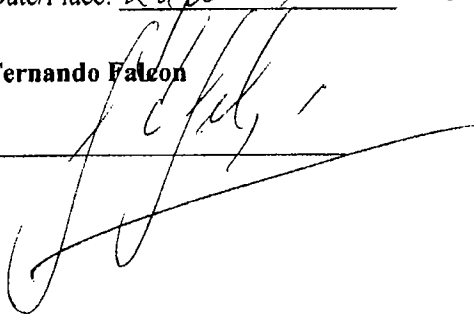
\_\_\_\_\_  
Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date/Place: Lugano, March 26, 2010

**Fernando Falzon**

  
\_\_\_\_\_

[Signature Page to Intellectual Property Transfer Agreement]

**Annex 1:**

**List of Media Instruments Trademarks**

**UNITAM – All registrations by Media Instruments SA**

<b>Country</b>	<b>Status</b>	<b>Date</b>	<b>Class</b>
Australia	Registered	8/10/2006	[09] [35]
EU	Registered	3/23/2006	[09] [35]
Malaysia	Registered	7/15/2005	[09] [35]
Norway	Registered	11/2/2007	[09] [35]
South Africa	Registered	7/30/2007	[09] [35]
South Korea	Registered	7/27/2007	[09] [35]
Switzerland	Registered	7/15/2005	[09] [35]
Taiwan	Registered	1/1/2007	[09] [35]
Turkey	Registered	9/10/2007	[09] [35]
USA	Registered	7/24/2007	[09] [35]

**Annex 2:**                    **List of Media Instruments Patents and Patent Applications**

NOTE: NONE OF THE PATENT APPLICATIONS MENTIONED BELOW  
HAVE BEEN GRANTED AS OF THE DATE HEREOF.

**MEDIA INSTRUMENTS SA**

**1) TITLE: AUDIENCE MEASUREMENT APPARATUS, SYSTEM  
AND METHOD FOR PRODUCING AUDIENCE INFORMATION OF  
A MEDIA PRESENTATION**

**Description:** Covers the Handset type o Metering Device

Related Applications:

Type	Nº	Date
UK Patent Application	GB06249442.9	12/14/2006
International Patent Application	PCT/IB2007/004426	12/13/2007
International Patent Publication	WO/2008/072094	06/19/2008
United States Patent Application	US 11/955,520	12/13/2007
United States Patent Publication	US2008155583 (A1)	06/26/2008
European Patent Application	07870455.8	12/13/2007
European Patent Publication	EP2127166 (A2)	12/02/2009

**2) TITLE: SIMULCAST RESOLUTION IN CONTENT MATCHING  
SYSTEMS**

**Description:** Covers the concept called "Rule of the Longest Segment"

Related Applications:

Type	Nº	Date
UK Patent Application	GB0820055.2	10/31/2008
International Patent Application	PCT/IB2009/007396	10/22/2009
US Patent Application	US 12/589,702	10/26/2009

**3) TITLE: AUDIENCE MEASUREMENT APPARATUS, SYSTEM AND METHOD**

**Description:** Covers the concept called "Multiplex Referencing"

**Related Applications:**

Type	N°	Date
UK Patent Application	GB0821364.7	11/21/2008
International Patent Application	PCT/IB2009/007436	11/05/2009
US Patent Application	US 12/623,143	11/20/2009

**NORWELL SA**

**4) TITLE: DEVICE, SYSTEM AND METHOD FOR MEASUREMENT OF MEDIA CONSUMPTION IN DIGITAL MEDIA TERMINALS**

**Description:** Covers the "Loopback Technology" For Measuring Exposure on PCs/Mobile Phones

**Related Applications:**


Type	N°	Date
UK Patent Application	0901445.7	01/28/2009
PCT Patent Application	PCT/IB2010/000283	01/28/2010

**5) TITLE: AUDIENCE MEASUREMENT SYSTEM**

**Description:** Covers the "Active Sense" method used for obtaining source identification from infrared signals in TV metering systems

**Related Applications:**

Type	N°	Date
UK Patent Application	0918239.5	10/16/2009



Annex 3:

**Confirmation of Assignment  
and  
Consent to Recordal**

between

**Fernando Falcon**  
Via Ippodromo 105  
20151 Milano

as well as

**Norwell S.A.**  
Via Lucchini 8  
c/o SAFIGEST SA  
6900 Lugano

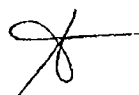
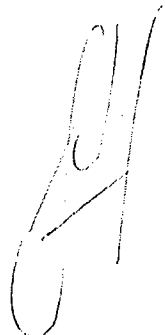
hereinafter referred to as "Assignors"

and

**Media Instruments S.A.**  
Via Calloni 1  
6900 Lugano

hereinafter referred to as "Assignee"

1. Assignors hereby confirm that they have transferred and assigned – for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged –, as agreed to in the Intellectual Property Transfer Agreement between the Parties dated March 31, 2010, the entire right, title and interest in and to all of the patents and patent applications listed in Annex 2 herein in their entirety, together with all related rights as mentioned in the Intellectual Property Transfer Agreement, to Assignee, its successors and assigns, and Assignee hereby confirms that it has accepted the transfer and assignment of these patents and patent applications.



For the avoidance of doubt, this assignment encompasses the right to claim damages for infringements which occurred prior to the transfer.

2. Assignors hereby consent to have the afore-mentioned patents registered in the name of Assignee and hereby authorize and request the respective authorities to record all changes caused by this assignment or transfer in the relevant patent registers and Assignee is hereby empowered (with the right of substitution) to effect requests for recordal of all changes caused by this assignment or transfer and to do any and all acts and to execute any and all documents required therefor.
3. This Confirmation of Assignment and Consent to Recordal shall be interpreted, governed by and construed in accordance with the laws of Switzerland. Any disputes, controversies or claims arising out of or in relation to this Confirmation of Assignment and Consent shall be settled according to the provisions in the Intellectual Property Transfer Agreement.
4. This Confirmation of Assignment and Consent shall become effective upon signature by all parties.

Date/Place:

**Media Instruments S.A.**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Fernando Falcon**

**Norwell S.A.**

\_\_\_\_\_  
Name: Domenico Scarfo

Title: DIRECTOR

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

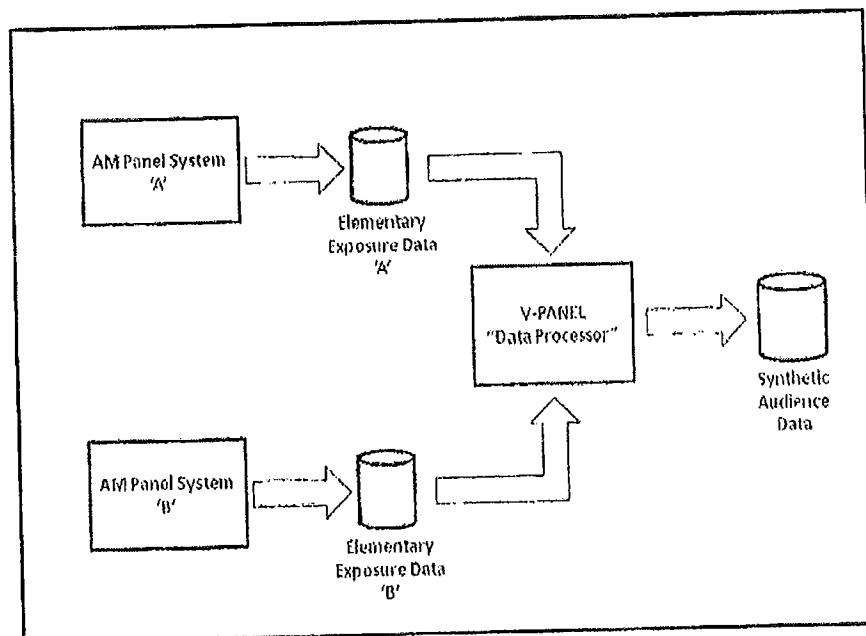
Title: \_\_\_\_\_

Annex 4:

Abstract of V-Panel Concept

The V-PANEL Concept consists of a method for combining audience information generated by two or more AM Panel Systems (or subsets thereof).

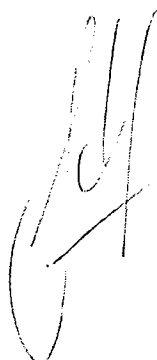
The method is based on the synthesis of audience data by following a logic process that establishes links between elements of diverse panels for blending their audience information according to certain statistical rationale. Such processing starts off at files containing Elementary Exposure Data, as delivered by respective panels, and treats this data to produce a single output data base containing synthetic audience information derived therefrom.



The main application of the V-PANEL Concept is to utilize audience data generated by low-cost audience data sources (such as a set-top box return path panels, anonymous panels or server logs) by further enriching that data with audience information produced by a user panel, without relying on mathematical models or predictive techniques that require calibration. It is believed that such characteristic may be appealing to consumers of such type of audience data.



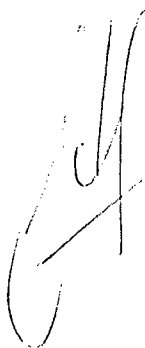
The V-PANEL Concept has neither been implemented nor tested in any real environment, and no software code has been written for that purpose, as of the date hereof. A patent application has been filed for protecting the concept in October 2008. Any effort to develop the V-PANEL Concept into usable products or services will require a significant investment of time and resources.

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**Schedule 4.1**

Articles of Incorporation / Organizational Regulations of the Companies

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