

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3711532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS		
CONVEYING PARTY DATA			
Name			Execution Date
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT			01/21/2016
RECEIVING PARTY DATA			
Name:	COMSCORE, INC		
Street Address:	11950 DEMOCRACY DRIVE, 6TH FLOOR		
City:	RESTON		
State/Country:	VIRGINIA		
Postal Code:	20190		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Application Number:	12538666		
CORRESPONDENCE DATA			
Fax Number:	(919)286-8199		
<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>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625.4845		
NAME OF SUBMITTER:	JOHN E. SLAUGHTER, III		
SIGNATURE:	/jes/		
DATE SIGNED:	01/26/2016		
Total Attachments: 5			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of January 21, 2016 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") pursuant to that certain Credit Agreement dated as of September 26, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Credit Agreement"), in favor of comScore, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of September 26, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Patents, Patent Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents dated as of September 26, 2013 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on September 30, 2013 at Reel 031314 Frame 0199.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, the Grantor's right, title, and interest in, to, and under solely the Patents, Patent Licenses, and all Accessions and all Proceeds of the foregoing listed on Schedule A attached hereto (collectively, the "Specified Collateral"), granted pursuant to the Security Agreement or Notice;

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense; and

(c) agrees to execute all documents and take all actions reasonably requested by the Grantor (at the sole cost and expense of the Grantor) to (i) terminate, cancel, discharge, and release fully the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, the Grantor's right, title, and interest in, to, and under all of the Specified Collateral, (ii) reassign and transfer any right, title, and interest that Administrative Agent or the Secured Parties may have in the Specified Collateral to the Grantor and (iii) perfect, register, or record the rights of the Grantor to the Specified Collateral.

SECTION 3. Representations and Warranties; No Default or Event of Default. The Grantor hereby represents and warrants that no Default or Event of Default has occurred and is continuing or would result from the assignment of the Specified Collateral. The Grantor acknowledges and agrees that

any representation or warranty made in this Release that is false or misleading in any material respect shall be an Event of Default under the Credit Agreement.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: 

Name:

Title:

Angela Larkin

Assistant Vice President

Grantor:

comScore, Inc.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: _____

Name:

Title:

Grantor:

comScore, Inc.

By: _____

Name: Melvin Wesley III

Title: Chief Financial Officer

Schedule A

**comScore, Inc.
(Delaware Corporation)**

Pending Application

Title	Appl. No.	Filing Date
METHOD AND SYSTEM FOR PROCESSING MEASUREMENT DATA FOR WEBSITE STATISTICS	12538666 20100198861	08/10/09