

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4013420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	INNERSCOPE RESEARCH, INC.	05/22/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	THE NIELSEN COMPANY (US), LLC.	
<b>Street Address:</b>	85 BROAD STREET	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10004	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15238333
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)580-9696	
<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>	(312)580-1020	
<b>Email:</b>	psteinhauser@hfhzlaw.com	
<b>Correspondent Name:</b>	HANLEY, FLIGHT & ZIMMERMAN, LLC	
<b>Address Line 1:</b>	150 S. WACKER DRIVE, SUITE 2200	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606	
<b>ATTORNEY DOCKET NUMBER:</b>	20295/INN009US04	
<b>NAME OF SUBMITTER:</b>	MARIANNE BUCKLEY	
<b>SIGNATURE:</b>	/Marianne Buckley/	
<b>DATE SIGNED:</b>	08/18/2016	
<b>Total Attachments: 8</b>		
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## Intellectual Property Assignment

This INTELLECTUAL PROPERTY ASSIGNMENT, effective as of May 22, 2015 (the "Assignment") is by and between INNERSCOPE RESEARCH, INC., a Delaware corporation with a principal place of business located at 98 N. Washington St., Boston, MA 02114 (the "Assignor") and THE NIELSEN COMPANY (US), LLC, a Delaware limited liability company with a principal place of business located at 85 Broad Street, New York, NY 10004 (the "Assignee").

WHEREAS, the Assignor is the owner of certain Seller Business Intellectual Property, as that term is defined, and identified, in the Asset Purchase Agreement dated May 4, 2015 by and between the Assignor and the Assignee (the "Asset Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Asset Purchase Agreement;

WHEREAS, it is a condition to the Closing of the Asset Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee certain Intellectual Property related to the Seller Business;

WHEREAS, the Assignor desires to assign the Seller Business Intellectual Property to the Assignee as provided in the Asset Purchase Agreement including, but not limited, to all related patents, trademarks, domain names, licenses, copyrights, inventions, technology, trade secrets, know-how, and goodwill; and

WHEREAS, the Assignee desires to acquire from the Assignor such assignment of the Seller Business Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, including the promises and mutual agreements set forth herein and in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor, intending to be legally bound, does hereby sell, assign, transfer, convey, and deliver unto the Assignee, its successors, legal representatives and assigns all right, title and interest in, to and under the Seller Business Intellectual Property, including but not limited to all the patents, patent applications, unfiled inventions set forth on Schedule A hereto (the "Patents"), trademarks, trademark applications, non-registered trademarks set forth on Schedule B hereto (the "Trademarks"), and domain names set forth on Schedule C hereto (the "Domain Names"), as well as any other intangible assets, such as any and all licenses, software and associated algorithms including those set forth on Schedule D hereto (the "Software"), data including those set forth on Schedule E hereto (the "Data"), copyrights, trade secrets, inventions, designs, unfiled trademarks, goodwill, know-how, manufacturing methods and processes, and other Intellectual Property, and all other rights associated with the Seller Business Intellectual Property, including, without limitation, all right(s) to claim priority to and/or from any such asset in any and all countries, and the right to sue for any past infringement of the Seller Business Intellectual Property (collectively, the "Intellectual Property Rights"), and the Assignee hereby accepts the foregoing assignment of the Intellectual Property Rights.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement.

The Assignor shall, from time to time, execute and deliver to the Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by the Assignee to confirm and assure the rights and obligations provided for in this Assignment and the Asset Purchase Agreement and render effective the consummation of the transactions contemplated hereby and thereby including, but not limited to the execution of all provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the Assignor relating to the invention and the history hereof; and generally do everything possible which the Assignee shall consider necessary for vesting title to the Intellectual Property Rights in the Assignee, and for securing, maintaining and enforcing proper protection for the Intellectual Property Rights.

If Assignee is unable, after reasonable effort, to secure Assignor's signature on any application for patent, copyright, trademark, domain name, or other analogous registration or other documents regarding any legal protection relating to the Intellectual Property Rights, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in Assignor's behalf and stead to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of patent, copyright or trademark registrations or any other legal protection thereon with the same legal force and effect as if executed by Assignor.

This Assignment shall be binding on the heirs, assigns, representatives and successors of the Assignor and extending to the successors, assigns, and nominees of the Assignee.

This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

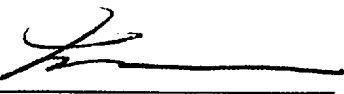
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first above written.

**ASSIGNOR:**

**ASSIGNEE:**

INNERSCOPE RESEARCH, INC.

THE NIELSEN COMPANY (US), LLC.

By: 

By: \_\_\_\_\_

Name: William Maull

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

Title: Chief Executive Officer

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

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first above written.

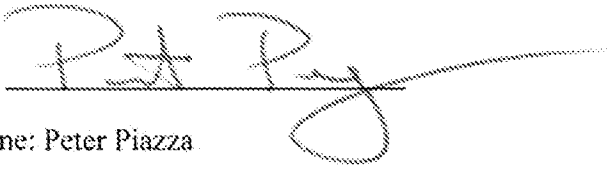
ASSIGNOR:

ASSIGNEE:

INNERSCOPE RESEARCH, INC.

THE NIELSEN COMPANY (US), LLC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

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

Name: Peter Piazza

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

Title: Vice President

## Schedule A

### Patents

Title	Application No.	Filing Date	Publication No.	Patent No.	Country
Method and System for Determining Audience Response to a Sensory Stimulus	2007293092	05-Sep-2007			Australia
Method and System for Determining Audience Response to a Sensory Stimulus	2,662,632	05-Sep-2007	2,662,632		Canada
Method and System for Determining Audience Response to a Sensory Stimulus	07837771.0	05-Sep-2007	2063767		EU
Method and System for Determining Audience Response to a Sensory Stimulus	946/KOLNP/2009	05-Sep-2007			India
Method and System for Determining Audience Response to a Sensory Stimulus	2009-527401	05-Sep-2007	2010-503109	5194015	Japan
Method and System for Determining Audience Response to a Sensory Stimulus	PCT/US07/19398	05-Sep-2007	WO2008/030493		PCT
Method and System for Determining Audience Response to a Sensory Stimulus	11/850650	05-Sep-2007	2008-0091512	8,296,172	USA
Method and System for Measuring User Experience for Interactive Activities	12/426259	19-Apr-2009	2010-0004977		USA
Method and System for Determining Audience Response to a Sensory Stimulus	13/657432	22-Oct-2012	2013-0046577		USA
Method and System for Determining Audience Response to a Sensory Stimulus	60/824546	05-Sep-2006			USA
Method and System for Determining Audience Response to a Sensory Stimulus	2010239526	16-Apr-2010			Australia
Method and System for Determining Audience Response to a Sensory Stimulus	2758272	16-Apr-2010	2758272		Canada
Method and System for Determining Audience Response to a Sensory Stimulus	10717932.7	16-Apr-2010	EP2422284		EU

Title	Application No.	Filing Date	Publication No.	Patent No.	Country
Method and System for Determining Audience Response to a Sensory Stimulus	7967/CHEN P/2011	31-Oct-2011			India
Method and System for Determining Audience Response to a Sensory Stimulus	2012-505954	16-Apr-2010	2012-524458		Japan
Method and System for Determining Audience Response to a Sensory Stimulus	PCT/US10/31375	16-Apr-2010	WO 2010/123770		PCT
Method and System for Determining Audience Response to a Sensory Stimulus	2013273825	23-Dec-2013			Australia
Leveraging Emotional Analysis of Voice for Use in Games	60/805403	21-Jun-2006			USA
Method and System for Predicting Audience Viewing Behavior of TV Networks	2010234826	28-Oct-2011			Australia
Method and System for Predicting Audience Viewing Behavior of TV Networks	2757034	30-Mar-2010	2757034		Canada
Method and System for Predicting Audience Viewing Behavior of TV Networks	10717912.9	30-Mar-2010	EP2414968		EU
Method and System for Predicting Audience Viewing Behavior of TV Networks	4090/KOLN P/2011	30-Sep-2011			India
Method and System for Predicting Audience Viewing Behavior of TV Networks	2012-503596	30-Mar-2010	2012-522470		Japan
Method and System for Predicting Audience Viewing Behavior of TV Networks	PCT/US10/29162	30-Mar-2010	WO2010/117763		PCT
Method and System for Predicting Audience Viewing Behavior of TV Networks	12/749376	29-Mar-2010	2010-0211439		USA
Method and System for Predicting Audience Viewing Behavior of TV Networks	61/164892	30-Mar-2009			USA
Short Imagery Task (SIT) Research Method	PCT/US11/33050	19-Apr-2011	WO2011/133548		PCT
Short Imagery Task (SIT) Research Method	13/089752	19-Apr-2011	2011-0256520	8684742	USA
Short Imagery Task (SIT) Research Method	61/325794	19-Apr-2010			USA



<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Publication No.</b>	<b>Patent No.</b>	<b>Country</b>
Short Imagery Task (SIT) Research Method	14/230418	31-Mar-2014	US-2014-0214335-A1		USA
Short Imagery Task (SIT) Research Method	Continuation In Part Application (closed), SMITH, GAMBRELL & RUSSELL, LLP docket number 305692-009CNCP1				
Data Collection System for Aggregating Biologically Based Measures in Asynchronous Geographically Distributed Public Environments.	13/405611	27-Feb-2012	2013-0226464		USA
Method and System for Gathering and Computing an Audience's Neurologically-Based Reactions in a Distributed Framework Involving Remote Storage and Computing	13/779528	27-Feb-2013	2013-0318546		USA
Method and System for Gathering and Computing an Audience's Neurologically-Based Reactions in a Distributed Framework Involving Cloud Storage and Cloud Computing	61/603521	27-Feb-2012			USA
System for Combining Various Physiological Signals for Image, Video, and Sensory Stimuli to Predict Arousal and Valence	UNFILED, SMITH, GAMBRELL & RUSSELL, LLP docket number 305692-017				
Method and System for Predicting Audience Viewing Behavior Related to Video Content	UNFILED, SMITH, GAMBRELL & RUSSELL, LLP docket number 305692-018				
A Biologically Based System for Linking Non-Conscious Emotional Response to Common Stimuli and Genetic Loci	UNFILED, SMITH, GAMBRELL & RUSSELL, LLP docket number 305692-019				
System and Method for Gathering and Analyzing Biometric User Feedback for Use in Social Media and Advertising Applications	13/779497	27-Feb-2013	2013-0280682		USA
A System and Method for Gathering Feedback from a User Based on Emotional State, Determining a Causal Activity for the Biometric Feedback and Utilizing the User Feedback for Relevant System Action in Social Media and Advertising Spaces	61/603528	27-Feb-2012			USA

Title	Application No.	Filing Date	Publication No.	Patent No.	Country
A System And Method For A Market-Research Platform With Social Media Integration	61/717174	23-Oct-2012			USA
Multi-Phasic Emotion And Cognition Classifiers	62/163874				USA
System And Method For Creating Custom Profile Pages To Monitor Engagement	UNFILED, SMITH, GAMBRELL & RUSSELL, LLP docket number 305692-021				