

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5142668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FEM, INC.	05/21/2018
<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>
<b>Application Number:</b>	16132268
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)913-0002
<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>	3129130001
<b>Email:</b>	docketing@mbhb.com, huffman@mbhb.com
<b>Correspondent Name:</b>	MCDONNELL BOEHNEN HULBERT & BERGHOFF LLP
<b>Address Line 1:</b>	300 SOUTH WACKER DRIVE, 32ND FLOOR
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606
<b>NAME OF SUBMITTER:</b>	GREGORY M. HUFFMAN
<b>SIGNATURE:</b>	/Gregory M. Huffman/
<b>DATE SIGNED:</b>	09/14/2018
<b>Total Attachments: 7</b>	
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "**Agreement**") is made as of the 21<sup>st</sup> day of May, 2018.

### BETWEEN:

**FEM, Inc.**, a Delaware Corporation

("Seller")

- and -

**THE NIELSEN COMPANY (US), LLC**, a Delaware limited liability company

("Nielsen US")

### RECITALS:

- A. The Seller and Nielsen US are entering into an asset purchase agreement dated as of the date hereof (the "**Asset Purchase Agreement**"), pursuant to which, among other things, the Seller agrees to sell, assign, transfer, convey and deliver to Nielsen US and Nielsen US agrees to purchase from the Seller all of the Seller's right, title and interest in and to all of Seller's domain names, Acquired Copyrights, Acquired Patents and other Intellectual Property (the "**IP Assets**"), subject to the terms and conditions set forth in the Asset Purchase Agreement; and
- B. This Agreement is delivered pursuant to the Asset Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration now paid by Nielsen US to the Seller pursuant to the Asset Purchase Agreement (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

#### 1. Definitions

All capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

#### 2. Certain Rules of Interpretation

- (a) In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (b) The division of this Agreement into Sections and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

- (c) The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.
- (d) Unless something in the subject matter or context is inconsistent therewith, references herein to "Sections" are to sections of this Agreement.
- (e) The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

### **3. Assignment of IP Assets**

Effective as of the Closing Date, the Seller hereby absolutely and irrevocably grants, bargains, sells, transfers, assigns, conveys and sets over to Nielsen US the full and exclusive right, title and interest in and to the IP Assets throughout the world, including without limitation those patents, trademarks, and domain names listed in Schedule "A" attached hereto.

### **4. Further Assurances**

The Seller covenants and agrees with Nielsen US that it will from time to time and at all times thereafter, upon every reasonable request of Nielsen US, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by Nielsen US, whether for more effectually and completely vesting in Nielsen US, the IP Assets sold, assigned, transferred or conveyed in accordance with the Asset Purchase Agreement or for the purpose of registration or otherwise.

### **5. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable therein.

### **6. Entire Agreement**

This Agreement, the Asset Purchase Agreement and the documents referred to therein and contemplated thereby constitute the entire agreement among the parties pertaining to the subject matter hereof and thereof, and merge all prior negotiations and drafts of the parties with regard to the transactions contemplated herein and therein.

### **7. Successors and Assigns**

This Agreement shall enure to the benefit of Nielsen US and its respective successors and assigns. This Agreement may only be assigned in accordance with **Section 6.3** of the Asset Purchase Agreement.

**8. Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

**9. Amendments and Waivers**

Any term of this Agreement may be amended only with the written consent of the Seller and Nielsen US or their respective successors and permitted assigns. Any amendment effected in accordance with this Section 9 will be binding upon the parties and their respective successors and permitted assigns.

**10. Paramountcy**

This Agreement is delivered pursuant to, and is subject to, all of the terms and conditions contained in the Asset Purchase Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

**11. Severability**

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.


**[Signature Page Follows.]**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**FEM, Inc.**


By: \_\_\_\_\_  
Name: Rachel Payne  
Title: Chief Executive Officer

**THE NIELSEN COMPANY (US), LLC**

By:  \_\_\_\_\_  
Name: Eric M. Rubenstein  
Title: Vice President

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**FEM, Inc.**

By:   
Name: Rachel Payne  
Title: Chief Executive Officer

**THE NIELSEN COMPANY (US), LLC**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE "A"**

**Patents**

Country	Case Status	Issue Date	Patent No.	Application Date	Application No.	Title
United States of America	Granted/Registered	3/17/2015	8,983,885	9/10/2012	13/609,141	PROSPECTIVE MEDIA CONTENT GENERATION USING NEURAL NETWORK MODELING
United States of America	Granted/Registered	10/29/2013	8,572,097	3/15/2013	13/844,125	MEDIA CONTENT DISCOVERY AND CHARACTER ORGANIZATION TECHNIQUES
United States of America	Granted/Registered	8/26/2014	8,819,031	10/28/2013	14/065,332	(TRACK1) MEDIA CONTENT DISCOVERY AND CHARACTER ORGANIZATION TECHNIQUES
United States of America	Granted/Registered	9/1/2015	9,122,684	8/22/2014	14/466,882	MEDIA CONTENT DISCOVERY AND CHARACTER ORGANIZATION TECHNIQUES
Patent Cooperation Treaty	Converted			3/14/2014	PCT/US2014/028582	MEDIA CONTENT DISCOVERY AND CHARACTER ORGANIZATION TECHNIQUES
United States of America	Expired			3/4/2014	61/947,990	CHARACTER BASED MEDIA ANALYTICS
United States	Granted	9/13/2016	9,442,931	7/15/2015	14/800,020	MEDIA CONTENT DISCOVERY AND CHARACTER ORGANIZATION TECHNIQUES
United States	Granted	4/11/2017	9,619,747	3/10/2015	14/644,092	PROSPECTIVE MEDIA CONTENT GENERATION USING NEURAL NETWORK MODELING
United States	Granted	10/31/2017	9,805,034	8/16/2016	15/238,677	MEDIA CONTENT DISCOVERY AND CHARACTER ORGANIZATION TECHNIQUES
United States	Pending			4/18/2016	15/132197	CHARACTER BASED MEDIA ANALYTICS
United States	Pending			3/1/2017	15/446,741	PROSPECTIVE MEDIA CONTENT GENERATION USING NEURAL NETWORK MODELING
China	Pending			3/14/2014	2014800223050	MEDIA CONTENT DISCOVERY AND CHARACTER ORGANIZATION TECHNIQUES
EP	Pending			3/14/2014	14764486.8	MEDIA CONTENT DISCOVERY AND CHARACTER ORGANIZATION TECHNIQUES
EP	Pending			3/3/2015	15757812.1	CHARACTER BASED MEDIA ANALYTICS
United States	Granted/Registered	5/17/2016	9,342,580	3/2/2015	14/636,067	CHARACTER BASED MEDIA ANALYTICS
United States	Pending			10/17/2017	15/786,351	MEDIA CONTENT DISCOVERY AND CHARACTER ORGANIZATION TECHNIQUES

Country	Case Status	Issue Date	Patent No.	Application Date	Application No.	Title
Patent Cooperation Treaty	Converted			3/3/2015	PCT/US2015/018511	CHARACTER BASED MEDIA ANALYTICS

Trademarks

Case Status	Date of Allowance	Registration Date	First Use	Registration Number	Application No.	Trademark
Registered	5/31/2016	10/4/2016	4/5/2016	5055610	86/654,658	Prizma
Registered		10/4/2016		5055580	86/646,480	PRIZMA

Domain Names

1. Prizma.co
2. prizma.ai
3. PRIZMA.TV
4. prizma.video
5. prizmavideo.com
6. prizmavideo.info
7. prizmavideo.net
8. prizmavideo.org
9. prizmavideo.tv