

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telephia, Inc.		08/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2718122		
Registration Number:	2527343	T E L E P H I A	
Registration Number:	2550997	ESSENTIAL INTELLIGENCE	
Registration Number:	2481537	TELEPHIA	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 226356		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$115.00 2718122

Signature:	/Matthew Mayer/
Date:	09/14/2007
Total Attachments: 7 source=Telephia_citi_tm4#page2.tif source=Telephia_citi_tm4#page3.tif source=Telephia_citi_tm4#page4.tif source=Telephia_citi_tm4#page5.tif source=Telephia_citi_tm4#page6.tif source=Telephia_citi_tm4#page7.tif source=Telephia_citi_tm4#page8.tif	

SUPPLEMENT NO. 3 dated as of August 9, 2007 (this "**Supplement**") to the Intellectual Property Security Agreement dated as of August 9, 2006, among NIELSEN FINANCE LLC (the "**U.S. Borrower**"), the other Grantors identified therein and CITIBANK, N.A., as Collateral Agent.

A. Reference is made to the Credit Agreement, dated as of August 9, 2006 (as amended, supplemented, waived or otherwise modified from time to time, the "**Credit Agreement**"), among the U.S. Borrower, Nielsen Holding and Finance B.V. (formerly known as VNU Holding and Finance B.V.), The Nielsen Company (US), Inc. (formerly known as VNU, Inc.), the Guarantors party thereto from time to time, the lenders and other parties thereto from time to time and Citibank, N.A., as Administrative Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

C. The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit. Section 5.14 of the Intellectual Property Security Agreement provides that additional Restricted Subsidiaries may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Restricted Subsidiary (the "**New Subsidiary**") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Intellectual Property Security Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Subsidiary by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Subsidiary. Each reference to a "Grantor" in the Intellectual

Property Security Agreement shall be deemed to include the New Subsidiary. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral of the New Subsidiary consisting of Intellectual Property and (b) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement,

including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

TELEPHIA, INC.

By



Name: *Matt O'Laughlin*
Title: *Vice President*

Legal Name:
Telephia, Inc.

Jurisdiction of Formation:
Delaware

Location of Chief Executive office:
770 Broadway
New York, NY 10003

[Signature Page to Supplement No. 3 to IP Security Agreement]

CITIBANK, N.A.,
as Collateral Agent,

By



Name:

Title:

Christopher Wood
Vice President

INTELLECTUAL PROPERTY

See attached.

Patents:

System and method for gathering data from wireless communications networks - 7,013,136
System and method for gathering data from wireless communications networks - 6,788,926
System and method for gathering data from wireless communications networks - 11/362,378
Method and system for data quality of service in a wireless network using multiple remote units and a back end processor - 6,928,280
System and method for measuring wireless device and network usage and performance metrics - 6,754,470
System and method for measuring wireless device and network usage and performance metrics - 6,745,011
System and method for gathering data from wireless communications networks - 6,516,189
Bitwise monitoring of network performance - 09/899,955
Method and system for collecting and analyzing market data in a mobile communications system - 10/237,478
Wireless network monitoring - 6,807,515
Method and apparatus for measuring communication market statistics - 6,751,295
Method and System for Measuring Market-Share for an Entire Telecommunication Market - TELE-P001
Method and System for Measuring Market Information for Wireless Telecommunication Devices - TELE-P002
Method and System for Analyzing Wireless Markets - TELE-P003
Method and System for Providing Market Analysis for Wireless Voice Markets - TELE-P0012
Method and System for Providing Market Analysis for Wireless Data Markets - TELE-P0015
Method and System for Collecting Wireless Information Transparently and Non-Intrusively - TELE-P0018
Method and System for Generating Information About Portable Device Advertising - TELE-P0023
New Call Results Failure Classifications - TELE-P0025
Method and System for Measuring Cross Technology Wireless Coverage - TELE-P0026
Method and System for Collecting and Presenting Market Data - TELE-P0027
Method and System for Interacting with Users of Portable Devices - TELE-P0029
CDMA Cell Count - TELE-P0030
Method and System for Collecting Information About Portable Device Usage - TELE-P0022
Extensible Method for Collecting Audience Measurement Data - TELE-P0031
Measuring TV Usage for a Wireless Device Using an API - TELE-P0032
System and Method for Audience Metering Using Pattern Recognition - TELE-P0033
Method for Retrieving Device Usage Data - TELE-P0034

Trademarks:

DESIGN ONLY - 2,718,122
TELEPHIA AND DESIGN - 2,527,343
ESSENTIAL INTELLIGENCE - 2,550,997
TELEPHIA - 2,481,537

Domain name:

www.telephia.com

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