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TO: E. SCOTT JOHNSON, ESQ. COMPANY: 100 LIGHT STREET

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.107/06/2011  
900196257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	comScore, Inc.		06/30/2011
	rsc The Quality Measurement Company		06/30/2011
	CSWS, Inc.		06/30/2011
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	1101 Wootton Parkway, 4th Floor		
Internal Address:	Mail Code MD9-978-04-01, Attn: Michael D. Brannan, Senior Vice President		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20852		
Entity Type:	A national banking association: USA		
PROPERTY NUMBERS Total: 27			
	Property Type	Number	Word Mark
	Registration Number:	2999153	APM
	Registration Number:	3207312	ARS CONTEXT
	Registration Number:	2905719	ARS WOWWWW
	Registration Number:	2938072	ARS WOWWWW CI
	Registration Number:	3306463	C2C
	Registration Number:	3081794	COGNOGRAPHICS
	Registration Number:	3857435	COLOR-SENSE EMOTION
	Registration Number:	2556866	COMSCORE
	Registration Number:	2917173	COMSCORE NETWORKS
	Serial Number:	85262837	DIGITAL ANALYTIX
	Registration Number:	2425588	E E-TRENDS

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Registration Number:	3076427	HEARTZONE
Registration Number:	2303265	MEDIA METRIX
Registration Number:	3332499	METRIX
Registration Number:	3071062	MINDZONE
Registration Number:	3793521	MOBILENS
Registration Number:	2521558	MYMETRIX
Registration Number:	3186136	OUTLOOK
Registration Number:	2678420	PPD
Registration Number:	2396885	RELEVANT KNOWLEDGE
Serial Number:	85345612	SEARCH PLANNER
Serial Number:	85346086	SHARE OF CHOICE
Serial Number:	85339383	SOCIAL ESSENTIALS
Serial Number:	85005594	UDM
Serial Number:	85259079	UNIFIED
Registration Number:	2626109	VOICEFIVE
Registration Number:	3456910	XPLORE

## CORRESPONDENCE DATA

Fax Number: (443)263-4108  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 4103477388  
 Email: trademarks@ober.com  
 Correspondent Name: E. Scott Johnson, Esq.  
 Address Line 1: 100 Light Street  
 Address Line 2: Ober, Kaler, Grimes & Shriver, A P.C.  
 Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER: 009229.000142 DKP

NAME OF SUBMITTER: E. Scott Johnson

Signature: /E. Scott Johnson/

Date: 07/06/2011

## Total Attachments: 10

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source=Corscore, Inc. and BOA Security Agreement#page10.tif

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TO: E. SCOTT JOHNSON, ESQ. COMPANY: 100 LIGHT STREET

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 27, 2011 (as amended, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by COMSCORE, INC., a Delaware corporation (the "Borrower"), RSC THE QUALITY MEASUREMENT COMPANY, and CSWS, INC. (collectively with the Borrower, the "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association (the "Lender").

#### PRELIMINARY STATEMENTS:

WHEREAS, pursuant to a Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including in connection with any increase in the amount of any Obligations thereunder, the "Credit Agreement"), between the Borrower and the Lender, the Borrower has requested certain extensions of credit. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the other Financing Documents, the Grantor has granted a security interest in certain Collateral, including, without limitation, the Intellectual Property Collateral (as defined below) of the Grantor, to the Lender, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), whether now existing or hereafter arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) (i) all Trademarks (as defined in the Credit Agreement), including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Pledged Trademarks");

(b) (i) all Patents (as defined in the Credit Agreement), including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Pledged Patents");

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TO: E. SCOTT JOHNSON, ESQ. COMPANY: 100 LIGHT STREET

(c) (i) all Copyrights (as defined in the Credit Agreement), (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Pledged Copyrights");

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Pledged Trademark, (B) any right under any Pledged Patent, and (C) any right under any Pledged Copyright, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York. Without limiting the applicability of any other provision of the Credit Agreement, the terms of Section 8.7 and 8.8 of the Credit Agreement are incorporated herein, *mutatis mutandis*, and shall apply to and govern this Intellectual Property Security Agreement.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Financing Documents. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Financing Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Credit Agreement or Security Agreement, the provisions of the Credit Agreement or Security Agreement shall govern.

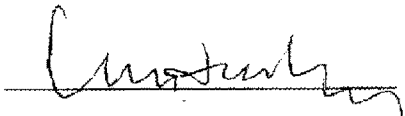
[signature page follows]

TO: E. SCOTT JOHNSON, ESQ. COMPANY: 100 LIGHT STREET

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

WITNESS:

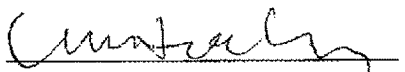
COMSCORE, INC.

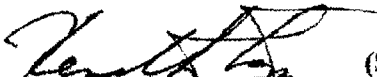


By:  (Seal)  
Printed Name: Kenneth Gandy  
Title: CEO + Treasurer

WITNESS:

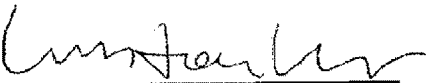
RSC THE QUALITY MEASUREMENT COMPANY




By:  (Seal)  
Printed Name: Kenneth Gandy  
Title: CEO + Treasurer

WITNESS:

CSWS, INC.



By:  (Seal)  
Printed Name: Kenneth Gandy  
Title: CEO + Treasurer

**Address for notices to Lender:**

**Address for notices to any Grantor:**

Bank of America, N.A.  
Mail Code MD9-978-04-01  
1101 Wootton Parkway, 4<sup>th</sup> Floor  
Rockville, Maryland 20852  
Attention: Michael D. Brannan,  
Senior Vice President

c/o comScore, Inc.  
11950 Democracy Drive, Suite 600  
Reston, Virginia 20190  
Attention: Lisa Brenner

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TO: E. SCOTT JOHNSON, ESQ. COMPANY: 100 LIGHT STREET

Schedule 1

Please see attached pdf file

Schedule 1

Intellectual Property Credit Agreement

**TRADEMARK**  
**REEL: 004586 FRAME: 0727**

TO: E. SCOTT JOHNSON, ESQ. COMPANY: 100 LIGHT STREET

Owner	Mark	Description of Goods/Services	FUNDS Date	Serial No.	Reg. Date	Section 605 Affidavit	Revised	Comments
ARB (REG the Quality Management Company)	ATM	IC 035 US 100 101 102, G & S: Research and consulting services in the field of analyzing and measuring consumer behavior to aid the manufacturers or advertising, performing computer data analysis and providing information concerning FIRST USE, 2004/01/21, FIRST USE IN COMMERCE, 2004/01/21	1/29/2004	78338480	2890153	8/26/2005	8/26/2011	9/26/2011 Mark to abandon
ARB (REG the Quality Management Company)	ARG CONTEXT	IC 035 US 100 101 102, G & S: Consulting services in the field of analyzing, providing information and providing information in the field of advertising, media, data and analysis of competitive advertising, FIRST USE, 2003/10/22, FIRST USE IN COMMERCE, 2003/10/22	1/12/2008	78374880	3291312	2/13/2009	2/13/2011	2/13/2011 Mark to abandon
ARB (REG the Quality Management Company)	ARG NETWORK	IC 035 US 100 101 102, G & S: Consulting services in the field of analyzing and providing information in the field of advertising, media, data and analysis of competitive advertising, web data which feature advertisements in the goods and services or obtain on a global computer network, FIRST USE, 2001/01/01, FIRST USE IN COMMERCE, 2001/01/01	9/20/2005	78415337	2895110	9/7/2004	9/7/2010	9/7/2010 Mark to abandon
ARB (REG the Quality Management Company)	ARG WOMAN CI	IC 035 US 100 101 102, G & S: Consulting services in the field of analyzing, providing on-line computer database featuring trade information in the field of television and print media advertising, and providing information in the field of advertising, media, data and analysis of competitive advertising, FIRST USE, 2001/01/01, FIRST USE IN COMMERCE, 2001/01/01	3/4/2004	78378883	2888772	4/22/2005	4/22/2011	4/22/2011 Mark to abandon
ARB (REG the Quality Management Company)	CSIC	IC 035 US 100 101 102, G & S: MARKET RESEARCH SERVICES AND RELATED CONSULTING IN THE FIELD OF EVALUATING AND MEASURING CONSUMER BEHAVIOR TO AID THE MANUFACTURERS OR ADVERTISING; PERFORMING COMPUTER DATA ANALYSIS AND PROVIDING INFORMATION CONCERNING FIRST USE, 2004/01/21, FIRST USE IN COMMERCE, 2004/01/21	9/15/2004	78483794	3100463	10/29/2007	10/29/2011	10/29/2011 Mark to abandon
QualiCare, Inc.	POSINGGRAPHICS	IC 035 US 100 101 102, G & S: Business consulting services relating to consumer behavior and advertising, FIRST USE, 2004/01/21, FIRST USE IN COMMERCE, 2004/01/21	8/25/2004	78471890	3081794	3/18/2005	4/19/2011	4/19/2011
ARB (REG the Quality Management Company)	QUALOR BEIGE BRAND	IC 035 US 100 101 102, G & S: RESEARCH AND CONSULTING SERVICES IN THE FIELD OF EVALUATING AND MEASURING CONSUMER REACTION TO ADVERTISING EFFECTIVENESS OF ADVERTISING, FIRST USE, 2010/01/05, FIRST USE IN COMMERCE, 2010/01/05	9/4/2006	71561191	3877455	10/30/2010	10/30/2011	10/30/2011 Mark to abandon

Updated 02/20/2011

TM Chart



TO: E. SCOTT JOHNSON, ESQ. COMPANY: 100 LIGHT STREET

Owner	Class	Description of Goods/Services	Filing Date	Serial No. 1	Reg. No.	Reg. Date	Systematic Number	Remarks
comScore, Inc.	COMMERCE	35: business consulting services in the field of electronic commerce, marketing and advertising on a global computer information network; roadshow business marketing and advertising (roadshow) and surveys; computerized database management services, public opinion polling for business or advertising purposes, namely, including consumer behavior and preferences in a global computer information network; compiling and publishing data on a global computer information network; 42: computer consultation services in the field of electronic commerce, marketing and advertising on a global computer information network.	11/15/1998	75485102	23193663	4/22/2003	422037	filed 4/22/2012
comScore, Inc.	COMMERCE	35: business consulting services in the field of electronic commerce, marketing and advertising on a global computer information network; roadshow business marketing and advertising (roadshow) and surveys; computerized database management services, public opinion polling for business or advertising purposes, namely, including consumer behavior and preferences in a global computer information network; compiling and publishing data on a global computer information network; 42: computer consultation services in the field of electronic commerce, marketing and advertising on a global computer information network.	4/28/2002	75123428	2317775	1/31/2006	1418710	1/31/2010
comScore, Inc.	DIGITAL ANALYTIX	10: U.S. US 100 101 102, G & S: business consulting and research and information services, namely, monitoring, reporting, and reporting of the use of digital media.	3/2/2011	83222337				
comScore, Inc.	E-TRENDS (DESIGN)	Standard Character Classes	04/17/04	75481036	2433520	1/21/2001	12007650	1/20/2011
APRS (APRS Live Query Management Company)	HEARTZONE	10: U.S. US 100 101 102, G & S: Research and consulting services in the field of evaluating and monitoring consumer readiness to and the effectiveness of advertising; FIRST USE: 20060329; FIRST USE IN COMMERCE: 20060329	3/17/05	76089520	3079427	11/4/2008	filed US2 107 4/4/2012	11/20/10 11/20/10
comScore, Inc.	MEDIA METRIX	30: information services, namely, the monitoring of internet tracking of traffic in the computer network, software and communications industry; no definite needs to file exclusive right to use "media" apart from the mark as shown.	04/11/97	79355023	2330285	12/25/1998	12282024	12/28/2004 filed 06/02/2010
comScore, Inc.	METRIX	10: U.S. US 101 101 102, G & S: Research and consulting services in the field of evaluating and monitoring consumer readiness to and the effectiveness of advertising; FIRST USE IN COMMERCE: 1/20/04/21	4/23/06	76085883	3132760	11/21/2007	17402012	11/21/2007
APRS (APRS Live Query Management Company)	SHARDZONE	10: U.S. US 100 101 102, G & S: Research and consulting services in the field of evaluating and monitoring consumer readiness to and the effectiveness of advertising; FIRST USE: 20060329; FIRST USE IN COMMERCE: 20060329	11/2/05	76080794	3071982	3/21/2006	32108011	3/21/2010

TM Chart Updated 02/28/2011



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TO: E. SCOTT JOHNSON, ESQ. COMPANY: 100 LIGHT STREET

F&R Matter Id	Title	Status
comScore, Inc. Appl. No.: 10/358,377 Filing Date: 2/5/03 United States	Systems For And Methods Of User Demographic Reporting Usable For Identifying Users And Collecting Usage Data	2011.12.03: Notice of Allowance mailed
comScore, Inc. Appl. No.: 09/532,890 Filing Date: 3/22/08 Patent No.: 7,181,412 United States	Systems And Methods For Collecting Consumer Data	Issued as Patent No. 7,181,412
comScore, Inc. Appl. No.: 10/358,391 Filing Date: 2/5/03 United States	Systems For And Methods Of Placing User Identification In The Header Of Data Packets Usable In User Demographic Reporting And Collecting Usage Data	Issued as Patent No. 7,493,655
comScore, Inc. Appl. No.: 12/347,464 Filing Date: 12/31/08 United States	Systems For And Methods Of Placing User Identification In The Header Of Data Packets Usable In User Demographic Reporting And Collecting Usage Data	
comScore, Inc. Appl. No.: 10/358,376 Filing Date: 2/5/03 United States	Systems And Methods For User Identification, User Demographic Reporting And Collecting Usage Data Using Biometrics	Issued as Patent No. 7,260,837
comScore, Inc. Appl. No.: 11/836,075 Filing Date: 08/08/07 United States	Systems And Methods For User Identification, User Demographic Reporting And Collecting Usage Data Using Biometrics	
comScore, Inc. Appl. No.: 11/842,660 Filing Date: 08/21/07 United States	Detecting Advertising Content And User Response To Advertising Content (Client-side Processing)	
comScore, Inc. Appl. No.: 12/100,944 Filing Date: 4/10/08 United States	Determining Sponsored Links in Webpages	
comScore, Inc. Appl. No.: 12/166,749 Filing Date: 07/02/08 United States	Determining Sponsored Links in Webpages	
comScore, Inc. Appl. No.: 11/842,848 Filing Date: 08/21/07 United States	Detecting Advertising Content And User Response To Advertising Content (Click-Fact)	
comScore, Inc. Appl. No.: 11/842,816 Filing Date: 08/21/07 United States	Detecting Advertising Content And User Response To Advertising Content (Free association)	
comScore, Inc. Appl. No.: 12/253,132 Filing Date: 10/16/08 United States	Determination of Destination Webpages (Primer Page)	
comScore, Inc. Appl. No.: 11/452,646 Filing Date: 06/14/06 United States	System and Method to Query Wireless Network Offerings	Issued as Patent No. 7,702,317

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F&R Matter ID	Title	Status
comScore, Inc. Appln. No.: 12/240,456 Filing Date: 09/29/2008 United States	Querying Wireless Network Offerings	issued as US 784915
comScore, Inc. Appln. No.: 11/183,333 Filing Date: 07/18/2005 United States	Acquiring, storing, and correlating profile data of cellular mobile communicators system's users to events	
comScore, Inc. Appln. No.: 12/661,092 Filing Date: 12/03/2010 United States	Acquiring, storing, and correlating profile data of cellular mobile communications system's users to events	
comScore, Inc. Appln. No.: 12/698,454 Filing Date: 2/02/10 United States	Determining Effectiveness Of Advertising Campaigns (Russian Doll 2)	
comScore, Inc. Appln. No.: 12/730,451 Filing Date: 3/24/10 United States	RIM Monitoring	
comScore, Inc. Appln. No.: 12/752,231 Filing Date: 04/01/10 United States	COP weighting	
comScore, Inc. Appln. No.: 12/879,568 Filing Date: 09/10/10 United States	Identification of User Location	
comScore, Inc. Appln. No.: 12/883,505 Filing Date: 09/16/10 United States	Determining Usage Of Computing Devices That Store State Information On Host Computer Systems	
comScore, Inc. Appln. No.: 61/286,423 Filing Date: 12/03/09 United States	Ad Effectiveness without Control Group	
comScore, Inc. Appln. No.: 61/348,079 Filing Date: 05/25/10 United States	Ad Effectiveness without Control Group	
comScore, Inc. Appln. No.: 61/295,888 Filing Date: 01/18/10 United States	Multi-Party User Intent Term Analysis	
comScore, Inc. Appln. No.: 61/320,953 Filing Date: 04/05/10 United States	Measurements Based On Panel And Census Data	
comScore, Inc. Appln. No.: 61/328,968 Filing Date: 04/28/10 United States	Measurements Based On Panel And Census Data	
comScore, Inc. Appln. No.: 12/871,385 Filing Date: 09/30/10 United States	Measurements Based On Panel And Census Data	
comScore, Inc. Appln. No.: 61/374,393 Filing Date: 08/17/10 United States	Detecting Visible Display Of Content	

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TO: E. SCOTT JOHNSON, ESQ. COMPANY: 100 LIGHT STREET

Applicant	App. No.	Filing Date	Applicant	Title	Status
comScore, Inc.	611374.402	8/17/10	United States	Detecting Visible Display Of Content	
comScore, Inc.	117640.442	11/6/10	United States	Network Interaction Monitoring Appliance	Patented on 3/23/2010 7.685.275
comScore, Inc.	117640.441	11/6/10	United States	Network Interaction Analysis	
comScore, Inc.	11728.033	11/7/10	United States	Network Interaction Correlation	
comScore, Inc.	117890.312	11/8/10	United States	Data Transfer for Network Interaction Fraudulence Detection	
comScore, Inc.	117986.311	11/9/10	United States	Using a Reason Code to Indicate a Reason for a Rating of a Network Interaction	
comScore, Inc.	117986.312	11/9/10	United States	Network Interaction Monitoring Appliance	Patented on 9/21/2010 7.801.985
comScore, Inc.	127859.150	12/8/10	United States	Data Transfer for Network Interaction Fraudulence Detection	
comScore, Inc.	127077.947	12/7/10	United States	Determination and Application of Click Quality	
comScore, Inc.	127460.673	12/4/10	United States	System for Providing Low Pricing for an Item About to be Purchased	Abandoned
comScore, Inc.	127772.103	12/7/10	United States	Adjustment of Keyword Bids Based on a Traffic Model	
RSC The Quality Measurement	61125571	6/1/10	United States	METHOD AND APPARATUS FOR MEASURING USER RESPONSE	
RSC The Quality Measurement	12429733	12/4/10	United States	SYSTEM AND METHOD FOR MEASURING USER RESPONSE	
RSC The Quality Measurement	614454879	6/14/10	United States	METHOD, APPARATUS, AND SYSTEM FOR MULTI-CONTACT, VEILED RESPONDENT EXPERIENCES	
RSC The Quality Measurement	10967507	10/9/10	United States	SYSTEM AND METHOD FOR DETERMINING AN ADVERTISEMENT PLAN	
RSC The Quality Measurement	11730628	11/3/10	United States	METHOD AND APPARATUS FOR DETERMINING BRAND PREFERENCE	