

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENT IP SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eXelate, Inc.		05/22/2015	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:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4507475	EXELATE	
Registration Number:	4530635	SMART DATA. SMARTER DECISIONS.	
Registration Number:	4499357	EXELATE	
Serial Number:	86475531	CUSTOMER DATA CLOUD	
Serial Number:	86496130	CUSTOMER INTELLIGENCE CLOUD	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553605		
Email:	jmull@stblaw.com		
Correspondent Name:	Genevieve Dorment		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	096412/0028		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	05/22/2015		
Total Attachments: 5			

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SUPPLEMENT IP SECURITY AGREEMENT, dated as of May 22, 2015 (“**Supplement**”), to the Intellectual Property Security Agreement, in favor of CITIBANK, N.A., as Collateral Agent for the First Lien Secured Parties (the “**Collateral Agent**”) by the Grantor identified on the signature page hereto (“**Grantor**”).

A. Reference is made to (i) the Credit Agreement dated as of August 9, 2006, as amended January 22, 2007, as further amended August 9, 2007, as amended and restated as of June 23, 2009, as further amended and restated as of February 2, 2012, as further amended and restated as of February 28, 2013, as further amended and restated as of April 22, 2014, as further amended by that joinder agreement dated December 19, 2014 and as further amended by that joinder agreement dated May 12, 2015 (as further amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Nielsen Finance LLC (the “**U.S. Borrower**”), TNC (US) Holdings Inc. (formerly known as VNU, Inc.), Nielsen Holding and Finance B.V. (formerly known as VNU Holding and Finance B.V., the “**Dutch Borrower**”), the Guarantors party thereto from time to time, Citibank, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer, each Lender from time to time party thereto, and the other parties thereto from time to time and (ii) the Intellectual Property Security Agreement dated as of August 9, 2006, and amended and restated as of June 23, 2009, among the Collateral Agent and other Grantor parties thereto (as further amended, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”).

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 Grantor has 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 and to induce the providers under each Permitted Debt Offering Agreement to extend credit.

Accordingly, the Collateral Agent and the Grantor agree as follows:

SECTION 1. The Grantor, as security for the payment and performance in full of the First Lien Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the First Lien Secured Parties, their successors and assigns, a security interest in and lien on all of the Grantor’s right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) identified on Schedule I attached hereto (the “**Supplemental Collateral**”). The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. 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. Delivery by facsimile or email of an executed counterpart of a signature page to this Supplement shall be effective as delivery of an original executed counterpart of this Supplement.

SECTION 3. Intentionally Omitted.

SECTION 4. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. 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 7. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

SECTION 8. The Grantors agree 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.

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


Grantor:

EXELATE, INC.,

by Harris Black
Name: Harris Black
Title: VP & Secretary

Legal Name: eXelate, Inc.
Jurisdiction of Formation: Delaware
Location of Chief Executive Office: 85 Broad Street
New York, NY 10004

CITIBANK, N.A.,
as Collateral Agent,

by 
Name: *Keith L. L. L.*
Title: *Vice President & Director*

[Supplement to IP Security Agreement]

TRADEMARK
REEL: 005522 FRAME: 0515

SCHEDULE I
INTELLECTUAL PROPERTY

U.S. Patents

Title	Reg. #	Appl. #	Publ. #
System and method for behavioral segment optimization based on data exchange	8,554,602	12/761,779	N/A
Method and system for website data access monitoring	8,949,980	13/012,077	20110209216

U.S. Patent Applications

Title	Reg. #	Appl. #	Publ. #
MANAGING MODELED AUDIENCE EXTENSION INFORMATION	N/A	13/682,267	20140143019
METHOD AND SYSTEM USING ASSOCIATION RULES TO FORM CUSTOM LISTS OF COOKIES	N/A	13/782,930	20140250044
METHOD AND SYSTEM FOR SCALING PANELS	N/A	13/889,588	20140337275
SYSTEM AND METHOD FOR BEHAVIORAL SEGMENT OPTIMIZATION BASED ON DATA EXCHANGE	N/A	14/016,804	20140304066
METHOD AND SYSTEM FOR PRODUCING SEGMENT INDEXES	N/A	14/227,549	N/A

U.S. Trademarks

Trademark	Reg. #	Appl. #
EXELATE	4,507,475	85843413
SMART DATA. SMARTER DECISIONS.	4,530,635	85843410
EXELATE	4,499,357	85843400

U.S. Trademark Applications

Trademark	Reg. #	Appl. #
CUSTOMER DATA CLOUD	N/A	86475531
CUSTOMER INTELLIGENCE CLOUD	N/A	86496130