# OP \$65.00 3360162

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM398075

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |
|-----------------------|----------------------------------------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

## **CONVEYING PARTY DATA**

| Name                          | Formerly | Execution Date | Entity Type                            |
|-------------------------------|----------|----------------|----------------------------------------|
| The Nielsen Company (US), LLC |          | 06/29/2016     | Limited Liability Company:<br>DELAWARE |

## **RECEIVING PARTY DATA**

| Name:           | Environics Analytics Group Ltd. |  |
|-----------------|---------------------------------|--|
| Street Address: | 33 Bloor St. E., Suite 400      |  |
| City:           | Toronto, Ontario                |  |
| State/Country:  | CANADA                          |  |
| Postal Code:    | M4W 3H1                         |  |
| Entity Type:    | an Ontario corporation: CANADA  |  |

## **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark           |  |
|----------------------|---------|---------------------|--|
| Registration Number: | 3360162 | RETAIL MARKET POWER |  |
| Registration Number: | 3526408 | IXPRESS             |  |

# **CORRESPONDENCE DATA**

**Fax Number:** 7349302494

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.

**Phone:** 7349302488

**Email:** ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

| NAME OF SUBMITTER: | Susan M. Kornfield   |
|--------------------|----------------------|
| SIGNATURE:         | /Susan M. Kornfield/ |
| DATE SIGNED:       | 09/12/2016           |

## **Total Attachments: 4**

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> TRADEMARK REEL: 005874 FRAME: 0060

#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of June 29, 2016 (the "Effective Date") is between THE NIELSEN COMPANY (US), LLC, a Delaware limited liability company ("Assignor"), and ENVIRONICS ANALYTICS GROUP LTD., an Ontario corporation ("Assignee"), and is entered into in connection with that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement").

#### WITNESSETH:

WHEREAS, for good and valuable consideration and pursuant to the Purchase Agreement, and upon the terms and conditions set forth below, Assignor desires to assign all of its right, title, and interest in and to the trademarks identified on <a href="Schedule A">Schedule A</a> attached hereto and the U.S. federal trademark registrations and Canadian trademark registrations associated therewith (the "Trademarks") to Assignce, and Assignce desires to accept such assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Agreement and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Assignment. Assignor hereby assigns, conveys and transfers unto Assignee all right, title, and interest in and to the Trademarks, including the right to any registrations thereof.
- 2. <u>Representations and Warranties</u>. None of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be abrogated, enlarged, modified or altered in any way by such execution and acceptance of this Agreement.
- 3. <u>Terms of the Purchase Agreement</u>. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
- 5. <u>Counterparts.</u> This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[The next page is the signature page.]

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TRADEMARK REEL: 005874 FRAME: 0061 IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

THE NIELSEN COMPANY (US), LLC

By:

Name: Eric M. Rubenstein Tide: Vice President

ENVIRONICS ANALYTICS GROUP LTD.

By:

Name: Title:

(Signature Page - Trademark Assignment)

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

THE NIELSEN COMPANY (US), LLC

By: Name:

Name: Title:

ENVIRONICS ANALYTICS GROUP LTD.

Bv:

Name Jan Kestle Tillet President

(Signature Page - Trademark Assignment)

TRADEMARK REEL: 005874 FRAME: 0063

# Schedule A

# Trademarks

| Mark                | Owner  | Reg. No.  | Reg. Date | Renewal Due |
|---------------------|--------|-----------|-----------|-------------|
| RETAIL MARKET POWER | Seller | 3,360,162 | 12/25/07  | 12/25/17    |
| IXPRESS             | Seller | 3,526,408 | 11/04/08  | 11/04/18    |

TRADEMARK REEL: 005874 FRAME: 0064

**RECORDED: 09/12/2016**