

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kantar LLC		04/24/2020	Limited Liability Company: DELAWARE
Lightspeed, LLC		04/24/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust (London) Limited
Street Address:	1 KING'S ARMS YARD
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 7AF
Entity Type:	PRIVATE LIMITED COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	5489866	MARKETPLACE IGNITION
Registration Number:	5305498	MOTIVEMIX
Registration Number:	4889125	TREEOPT
Registration Number:	4807363	SPENDMETRIX
Registration Number:	4807346	SMX
Registration Number:	4680069	PINNAKLE
Registration Number:	4714877	SAFECOUNT.NET
Registration Number:	4580216	IGNITE METRICS
Registration Number:	4822827	CREATIVEIMPACT
Registration Number:	4291235	MYSURVEY
Registration Number:	4299610	BRANDZ
Registration Number:	4344347	BRANDZ
Registration Number:	4485549	CULTURAL TRACTION
Registration Number:	4073382	KANTAR RETAIL IQ
Registration Number:	4180970	KANTAR MEDIA
Registration Number:	4039852	IGNITE NETWORK
Registration Number:	4392678	PANELSCOUT

CH \$1390.00 5489866

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3999855	ADINDEX DASH
Registration Number:	3953761	SHOPPERSCAPE
Registration Number:	4050018	CHARACTERLAB
Registration Number:	4050019	CHARACTERLAB
Registration Number:	3377647	ADGOOROO
Registration Number:	3390090	SAFECOUNT
Registration Number:	3370532	ADSCOPE
Registration Number:	3096981	MARKET OPPORTUNITY REPORTER
Registration Number:	2932111	MARKETADVISOR
Registration Number:	2888970	MEDIAWATCH
Registration Number:	2870565	UNIVERSAL TAG
Registration Number:	2860949	EMMA
Registration Number:	2801847	MARKETNORMS
Registration Number:	2767824	INSIGHTEXPRESS
Registration Number:	2653758	INSIGHTEXPRESS
Registration Number:	2534201	DIRECTNET
Registration Number:	2668200	NEWSPAPER ADVERTISING SOURCE
Registration Number:	2690022	BUSINESS PUBLICATION ADVERTISING SOURCE
Registration Number:	2750950	WHERE MEDIA DECISIONS ARE MADE
Registration Number:	2455453	BEYOND THE CLICK
Registration Number:	2475239	ADINDEX
Registration Number:	2461229	DYNAMIC LOGIC
Registration Number:	2438309	QUESTIONMARKET.COM
Registration Number:	2652241	IDEASTATION
Registration Number:	2324537	WETI
Registration Number:	2286932	GREENFIELD
Registration Number:	2149876	KANTAR
Registration Number:	2037419	STRADEGY
Registration Number:	1740974	AD\$PENDER
Registration Number:	1685263	SRDS
Registration Number:	1505113	FOCUS SUITES
Registration Number:	3732262	MOBILE ADINSIGHTS
Registration Number:	2620528	DIRECT MARKETING LIST SOURCE
Registration Number:	2759650	EVALIANT
Registration Number:	3053870	NET-MR
Serial Number:	88123629	STAN KANTAR'S ANALYTICS PRACTICE'S AI TO
Serial Number:	86698530	VR INFINITY
Serial Number:	77547464	THE FUTURES COMPANY

CORRESPONDENCE DATA**Fax Number:**

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	04/29/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 24, 2020 (this “Agreement”), by Kantar LLC, a Delaware limited liability company, and Lightspeed, LLC, a Delaware limited liability company (each a “Grantor”) and Wilmington Trust (London) Limited, in its capacity as Senior Security Agent for the Secured Parties (in such capacity, the “Agent”).

PRELIMINARY STATEMENT

Each Grantor is party to that certain Amended and Restated US Pledge and Security Agreement dated as of April 24, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Security Agreement”) in favour of the Agent, pursuant to which each Grantor is required to execute and deliver this Agreement.

In consideration of the conditions and agreements set forth in the Security Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Section 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby confirms its grant of security interest to the Agent in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of each Grantor and regardless of where located, in each case, to the extent constituting Collateral (collectively, the “IP Collateral”):

(a) all Trademarks and the goodwill associated with the Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all Copyrights, including the Copyright registrations, pending applications for registration in the United States Copyright Office and exclusive licenses for Copyrights registered in the United States Copyright Office, in each case, listed on Schedule III; and

(d) all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Section 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


Section 5. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

**KANTAR LLC,
LIGHTSPEED, LLC, each as a Grantor**

By: Kantar LLC, its Member


By: Summer (BC) Bidco B
LLC, its Member

By:  _____

Name: David Humphrey

Title: Authorized Representative

WILMINGTON TRUST (LONDON) LIMITED,
as the Agent

By: 
Name: _____
Title: Sajada Afzal
Vice President

Signature Page to US IP Security Agreement (Secured Debt Documents)

TRADEMARK
REEL: 006926 FRAME: 0293

Schedule I

Trademarks

Trademark	Registration Date	Registration Number	Owner Name
STAN KANTAR'S ANALYTICS PRACTICE'S AI TOOLKIT			Kantar LLC
MARKETPLACE IGNITION	6/12/2018	5489866	Kantar LLC
MOTIVEMIX	10/10/2017	5305498	Kantar LLC
VR INFINITY			Kantar LLC
TREEOPT	1/19/2016	4889125	Kantar LLC
SPENDMETRIX	9/8/2015	4807363	Kantar LLC
SMX	9/8/2015	4807346	Kantar LLC
PINNAKLE	1/27/2015	4680069	Kantar LLC
SAFECOUNT.NET	4/7/2015	4714877	Kantar LLC
IGNITE METRICS	8/5/2014	4580216	Kantar LLC
CREATIVEIMPACT	9/29/2015	4822827	DynamicLogic LLC
MYSURVEY	2/19/2013	4291235	Kantar LLC
BRANDZ	3/5/2013	4299610	Kantar LLC
BRANDZ	5/28/2013	4344347	Kantar LLC
CULTURAL TRACTION	2/18/2014	4485549	Kantar LLC
KANTAR RETAIL IQ	12/20/2011	4073382	Kantar LLC
KANTAR MEDIA	7/24/2012	4180970	Kantar LLC
IGNITE NETWORK	10/11/2011	4039852	Kantar LLC
PANELSCOUT	8/27/2013	4392678	Kantar LLC
ADINDEX DASH	7/19/2011	3999855	Kantar LLC
SHOPPERSCAPE	5/3/2011	3953761	Kantar LLC

Trademark	Registration Date	Registration Number	Owner Name
CHARACTERLAB 	11/1/2011	4050018	Kantar LLC
CHARACTERLAB	11/1/2011	4050019	Kantar LLC
THE FUTURES COMPANY			Kantar LLC
ADGOOROO	2/5/2008	3377647	Kantar LLC
SAFECOUNT	2/26/2008	3390090	Kantar LLC
ADSCOPE	1/15/2008	3370532	Kantar LLC
MARKET OPPORTUNITY REPORTER	5/23/2006	3096981	Kantar LLC
MARKETADVISOR	3/8/2005	2932111	Kantar LLC
MEDIAWATCH	9/28/2004	2888970	Kantar LLC
UNIVERSAL TAG	8/3/2004	2870565	Kantar LLC
EMMA	7/6/2004	2860949	Kantar LLC
MARKETNORMS	1/6/2004	2801847	Kantar LLC
INSIGHTEXPRESS 	9/23/2003	2767824	Kantar LLC
INSIGHTEXPRESS	11/26/2002	2653758	Kantar LLC
DIRECTNET	1/29/2002	2534201	Kantar LLC
NEWSPAPER ADVERTISING SOURCE	12/31/2002	2668200	Kantar LLC
BUSINESS PUBLICATION ADVERTISING SOURCE	2/25/2003	2690022	Kantar LLC
WHERE MEDIA DECISIONS ARE MADE	8/12/2003	2750950	Kantar LLC
BEYOND THE CLICK	5/29/2001	2455453	Kantar LLC
ADINDEX	8/7/2001	2475239	Kantar LLC
DYNAMIC LOGIC	6/19/2001	2461229	Kantar LLC

Trademark	Registration Date	Registration Number	Owner Name
QUESTIONMARKET.COM	3/27/2001	2438309	Kantar LLC
IDEASTATION	11/19/2002	2652241	Millward Brown Inc
WETI	2/29/2000	2324537	Millward Brown Inc
GREENFIELD	10/19/1999	2286932	Kantar LLC
KANTAR	4/7/1998	2149876	Kantar LLC
STRADEGY	2/11/1997	2037419	Kantar LLC
AD\$PENDER	12/22/1992	1740974	Kantar LLC
SRDS	5/5/1992	1685263	Kantar LLC
FOCUS SUITES	9/20/1988	1505113	Kantar LLC
MOBILE ADINSIGHTS	12/29/2009	3732262	Kantar LLC
DIRECT MARKETING LIST SOURCE	9/17/2002	2620528	Kantar LLC
EVALIANT	9/2/2003	2759650	Kantar LLC
NET-MR	1/31/2006	3053870	Lightspeed, LLC

Schedule II

Patents

Patent	Filing Date	Patent No.	Owner
METHOD AND SYSTEM FOR CONDUCTING AN ON-LINE SURVEY	12/3/2004	7487435	Kantar LLC
"SYSTEM AND METHOD FOR EVALUATING AND/OR MONITORING EFFECTIVENESS OF ON-LINE ADVERTISING"	7/8/1999	7010497	Kantar LLC
SYSTEM AND METHOD FOR EVALUATING AND/OR MONITORING EFACTIVENESS OF ON-LINE ADVERTISING	3/16/2007	7574374	Kantar LLC
SYSTEM AND METHOD FOR EVALUATING AND/OR MONITORING EFFECTIVENESS OF ON-LINE ADVERTISING	8/10/2009	8229788	Kantar LLC

SYSTEM AND METHOD FOR EVALUATING AND/OR MONITORING EFFECTIVENESS OF ON-LINE ADVERTISING	7/20/2012	9639847	Kantar LLC
METHOD AND SYSTEM FOR ON-LINE SURVEY RECRUITMENT	7/11/2007	9135627	Kantar LLC
ANALYZING RETURN ON INVESTMENT OF ADVERTISING CAMPAIGNS BY MATCHING MULTIPLE DATA SOURCES	4/14/2008	7729940	Kantar LLC
USING CONSUMER PURCHASE BEHAVIOR FOR TELEVISION TARGETING	12/7/2009	8000993	Kantar LLC
USING CONSUMER PURCHASE BEHAVIOR FOR TELEVISION TARGETING	7/29/2011	8112301	Kantar LLC
METHOD AND SYSTEM FOR ON-LINE SURVEY RECRUITMENT ENSURING AVAILABILITY OF CONTROL GROUP PARTICIPANTS	12/6/2010	9652779	Kantar LLC
IDENTIFYING PEOPLE LIKELY TO RESPOND ACCURATELY TO SURVEY QUESTIONS	10/26/2012	9639816	Lightspeed, LLC

Schedule III

Copyrights

None.