

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mediamath, Inc.		12/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	2221 Washington Street
Internal Address:	One Newton Executive Park, Suite 200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02462
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77864550	MEDIAMATH
Serial Number:	77864636	TERMINALONE
Serial Number:	77864712	MATHTAG
Serial Number:	77864724	DEM
Serial Number:	77864734	ILB
Serial Number:	77864741	MATHBRAIN
Serial Number:	77864748	MATHBRIDGE
Serial Number:	77864755	MATHSERVE

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Co.- J. Paterson

900197963

TRADEMARK
REEL: 004590 FRAME: 0704

CH \$215.00 77864550

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	857643-1
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/26/2011

Total Attachments: 10
source=7-26-11 Mediamath-TM#page1.tif
source=7-26-11 Mediamath-TM#page2.tif
source=7-26-11 Mediamath-TM#page3.tif
source=7-26-11 Mediamath-TM#page4.tif
source=7-26-11 Mediamath-TM#page5.tif
source=7-26-11 Mediamath-TM#page6.tif
source=7-26-11 Mediamath-TM#page7.tif
source=7-26-11 Mediamath-TM#page8.tif
source=7-26-11 Mediamath-TM#page9.tif
source=7-26-11 Mediamath-TM#page10.tif

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Medicomath, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Silicon Valley Bank</u></p> <p>Internal Address: <u>One Newton Executive Park, Suite 200</u></p> <p>Street Address: <u>2221 Washington Street</u></p> <p>City: <u>Newton</u></p> <p>State: <u>MA</u></p> <p>Country: <u>USA</u> Zip: <u>02462</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship: <u>California</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>December 14, 2009</u></p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) <u>See Exhibit C</u></p> <p>B. Trademark Registration No.(s) <u>See Exhibit C</u></p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Corporation Service Company</u></p> <p>Internal Address: <u>Suite 210</u></p> <p>Street Address: <u>1180 Avenue of the Americas</u></p> <p>City: <u>New York</u></p> <p>State: <u>ny</u> Zip: <u>10036</u></p> <p>Phone Number: <u>212-299-5600</u></p> <p>Fax Number: <u>212-299-5656</u></p> <p>Email Address: _____ ORDER# <u>357643-5</u></p>	<p>6. Total number of applications and registrations involved: 8</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
<p>9. Signature: <u>[Signature]</u> _____ Laura A. Anderson Name of Person Signing</p>	<p>_____ <u>7/25/11</u> _____ Date</p> <p>Total number of pages including cover sheet, attachments, and document: 10</p>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of the December 14, 2009 by and between SILICON VALLEY BANK, a California corporation with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and MEDIAMATH, INC., a Delaware corporation with its principal place of business at 415 Madison Avenue, 3rd Floor, New York, New York 10017 ("Grantor"). This Amended and Restated Intellectual Property Security Agreement amends, restates and supersedes, in its entirety, that certain Intellectual Property Security Agreement dated as of the July 24, 2009 between Bank and Grantor.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated December 14, 2009 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those copyright registrations and applications therefor set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademark and servicemark rights, including without limitation those registered trademarks and servicemarks and/or applications therefor set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties payable to Grantor arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. Upon the termination of the Loan Agreement and the payment of all Obligations then outstanding, the security interest evidenced hereby and all rights hereunder shall terminate, and Bank shall take such actions (at the reasonable expense of Grantor) as Grantor may reasonably request to further evidence or effect such termination.

New York law governs this Amended and Restated Intellectual Property Security Agreement without regard to principles of conflicts of law. This Amended and Restated Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which executed counterparts (including counterparts delivered by facsimile or e-mail), when executed and delivered, is an original, and all taken together, constitute one agreement. Each provision of this Amended and Restated Intellectual Property Security Agreement is severable from every other provision in determining the enforceability of any provision.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be executed by its officers thereunto duly authorized as of the date first written above.

GRANTOR:

Address of Grantor:

415 Madison Avenue, 3rd Floor
New York, New York 10017
Attn: _____

MEDIAMATH, INC.

By: _____

Title: CEO

BANK:

Address of Bank:

535 Fifth Avenue, 27th Floor
New York, New York 10017
Attn: Mr. Michael Moretti

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be executed by its officers thereunto duly authorized as of the date first written above.

Address of Grantor:

415 Madison Avenue, 3rd Floor
New York, New York 10017

Attn: _____

GRANTOR:

MEDIAMATH, INC.

By: _____

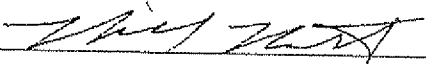
Title: _____

Address of Bank:

535 Fifth Avenue, 27th Floor
New York, New York 10017
Attn: Mr. Michael Moretti

BANK:

SILICON VALLEY BANK

By: 

Title: SVP

EXHIBIT A

Registered Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks/Service marks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
(Service Marks)		
MediaMath (Application)	77864550	11/4/09
TERMINALONE (Application)	77864636	11/4/09
MathTag (Application)	77864712	11/4/09
DEM (Application)	77864724	11/4/09
ILB (Application)	77864734	11/4/09
MATHBRAIN (Application)	77864741	11/4/09
MATHBRIDGE(Application)	77864748	11/4/09
MATHSERVE (Application)	77864755	11/4/09

EXHIBIT D

Registered Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

1186291.2