

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.		07/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3898681	MEDIAMATH	
Registration Number:	3810224	TERMINALONE	
Registration Number:	3898682	MATHTAG	
Serial Number:	77864755	MATHSERVE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	857643-4		
NAME OF SUBMITTER:	Jean Paterson		

CH \$115.00 3898681

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**TRADEMARK
 REEL: 004590 FRAME: 0818**

Signature:	/jep/
Date:	07/26/2011
Total Attachments: 6 source=7-26-11 Mediamath 3-TM#page1.tif source=7-26-11 Mediamath 3-TM#page2.tif source=7-26-11 Mediamath 3-TM#page3.tif source=7-26-11 Mediamath 3-TM#page4.tif source=7-26-11 Mediamath 3-TM#page5.tif source=7-26-11 Mediamath 3-TM#page6.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): Mediamath, 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: _____</p> <p>Street Address: <u>3003 Tasman Drive</u></p> <p>City: <u>Santa Clara</u></p> <p>State: <u>CA</u></p> <p>Country: <u>USA</u> Zip: <u>95054</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>July 15, 2011</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 A</u></p> <p>B. Trademark Registration No. (s) <u>See Exhibit A</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>857643-15</u></p>	<p>6. Total number of applications and registrations involved: 4</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> <u>7/25/11</u> Signature Date</p> <p><u>Laura A. Oadgen</u> Name of Person Signing</p> <p>Total number of pages including cover sheet, attachments, and document: 6</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

**SECOND AMENDMENT TO
AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This Second Amendment to Amended and Restated Intellectual Property Security Agreement (the "Amendment") is effective as of July 15, 2011 by and between **MEDIAMATH, INC.**, a Delaware corporation with its chief executive office located at 535 Fifth Avenue, 27th Floor, New York, New York 10017 (the "Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 535 Fifth Avenue, 27th Floor, New York, New York 10017 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Amended and Restated Intellectual Property Security Agreement dated as of December 14, 2009, as amended by a First Amendment to Amended and Restated Intellectual Property Security Agreement dated as of June 14, 2010 (as may be further amended, hereinafter, the "IP Agreement") in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank upon the terms of the IP Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
 - a. Exhibit B and Exhibit C to the IP Agreement are hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit A annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

- c. As required by the IP Agreement, the Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

MEDIAMATH, INC.

By _____
Name: Chas. L. ...
Title: CEO

BANK:

SILICON VALLEY BANK

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

MEDIAMATH, INC.

By _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

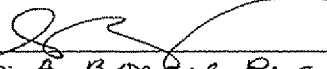
By  _____
Name: A. Bonnie Ryan
Title: Vice President

EXHIBIT A

Additional IP to be added to the following Exhibits:

EXHIBIT B – Patents

<u>PATENT DESCRIPTION</u>	<u>APPLICATION NO./ REGISTRATION NO.</u>	<u>Date</u>
System and method for dynamic online advertisement creation and management	Appl No. 11896806	6-Sept-2007 (filing date)
System and Methods for Providing a Demand Side Platform	Appl No. 13/076276	30-March-2011 (filing date)
System and Methods for Attribution of a Conversion to an Impression Via a Demand Side Platform	Appl No 13/076278	30-March-2011 (filing date)
System and Methods for Using Server Side Cookies by a Demand Side Platform	Appl No 13/076279	30-March-2011 (filing date)
System and Methods for Integration and Anomyzation of Supplier Data	Appl No 13/076280	30-March-2011 (filing date)

EXHIBIT C – Trademarks/Serviceemarks

<u>TRADEMARK DESCRIPTION</u>	<u>APPLICATION NO. / REGISTRATION NO.</u>	<u>Date</u>
MEDIAMATH	Reg No. 3,898,681	4-Jan-2011
TERMINAL ONE	Reg No. 3,810,224	29-Jun-2010
MATHTAG	Reg No. 3,898,682	4-Jan-2011
MATHSERVE	Appl No. 77/864,755	4-Nov-2009 (filing date)