

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akamai Technologies, Inc.		01/24/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Adroit DS, LLC		
Street Address:	1440 Broadway		
Internal Address:	21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85499486	SHOPOGRAPHICS	
CORRESPONDENCE DATA			
Fax Number:	6179372400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179372418		
Email:	aanderson@cooley.com		
Correspondent Name:	Anna Anderson c/o Cooley LLP		
Address Line 1:	1299 Pennsylvania Ave., NW		
Address Line 2:	Suite 700		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	316101-20000		
NAME OF SUBMITTER:	Anna Anderson		
Signature:	/Anna Anderson/		

CH \$40.00 85499486

Date:

02/13/2013

Total Attachments: 5

source=Akamai to Adroit Assignment#page1.tif

source=Akamai to Adroit Assignment#page2.tif

source=Akamai to Adroit Assignment#page3.tif

source=Akamai to Adroit Assignment#page4.tif

source=Akamai to Adroit Assignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is entered into this ____ day of January, 2013 (the “**Effective Date**”) by and between Akamai Technologies, Inc., a Delaware corporation (“**Assignor**”) and Adroit DS, LLC., a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, MediaMath, Inc., a Delaware corporation, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of even date herewith (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to assign to Assignee all Seller IP (but excluding Assignor’s trade names and marks and services names and marks using “Akamai” and variations thereof), including the Intellectual Property listed in Exhibit A hereto (collectively, the “**Assigned IP**”).

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As of the Effective Date, Assignor conveys, assigns, and transfers to Assignee, and Assignee hereby accepts, the Assigned IP, including the registered and unregistered trademarks and service marks listed on Exhibit A, together with the goodwill of Assignor’s business associated with such marks (the “**Assigned Marks**”).
2. This Agreement is in all respects subject to the Purchase Agreement, which shall govern the respective rights of Assignor, on the one hand, and Assignee, on the other hand, with respect to the Assigned IP, and nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, defeat, limit, impair, expand, exceed, enlarge or affect the provisions set forth in, or any Person’s rights, remedies or obligations under, the Purchase Agreement. This Agreement is intended solely to effect the transfer of the Assigned IP pursuant to the Purchase Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Each of Assignor and Assignee, by its execution of this Agreement, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement.
3. General.
 - a. Capitalized terms, unless otherwise defined herein, have the respective meanings set forth in the Purchase Agreement.
 - b. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York (without giving effect to principles of conflict of laws to the extent such principles would apply the laws of any other jurisdiction).
 - c. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Assignee and Assignor.
 - d. This Agreement may be executed and delivered by electronic mail or facsimile signature in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

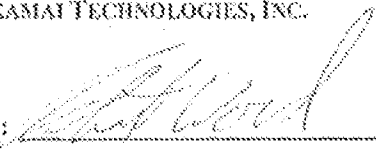
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

AKAMA TECHNOLOGIES, INC.

ADROIT DS, LLC.

By:  _____

By: _____

Title: _____

Title: _____

Date: 1/24/2013 _____

Date: _____

{Signature Page to Intellectual Property Assignment Agreement}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


ASSIGNOR:

ASSIGNEE:

AKAMA TECHNOLOGIES, INC.

ADROIT DS, LLC.

By: _____

By:  _____
JOE ZAWADZKI

Title: _____



Title: _____

Date: _____

Date: 1/24/2013

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A
ASSIGNED MARKS

Trademarks		
“Acerno the add network” trademark.		Registered. Reg. No. 3,691,268.
“The Customer Creation Company” Trademark	The Customer Creation Company	Registered. Reg. No. 3,426,003.
“aCerno Transaction Marketplace” Trademark	aCerno Transaction Marketplace	Registered. Reg. No. 3,448,281.
“aCerno” trademark		Registered. Reg. No. 3,422,308.
“aCerno” trademark	aCerno	Registered. Reg. No. 3,422,306.
“SHOPOGRAPHICS” trademark	SHOPOGRAPHICS	Not registered. Application filed December 20, 2011. Serial No. 85, 499, 486. Sales Development Services, Inc. filed Opposition No. 91205268 on May 23, 2012.
ADS		Not registered; no application filed
Advertising Decision Solutions		Not registered; no application filed