

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
Rocket Fuel Inc.		04/09/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road, M/C 7578
Internal Address:	Attn: National Documentation Services
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Banking Association: TEXAS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	85647407	ADVERTISING THAT LEARNS
Serial Number:	85408801	AUDIENCE ACCELERATOR
Serial Number:	85290791	ROCKET FUEL CONNECT
Serial Number:	85257034	CAMPAIGNS RUN BETTER ON ROCKET FUEL.
Serial Number:	85201137	WE'RE BRINGING ROCKET SCIENCE TO DIGITAL ADVERTISING.
Serial Number:	85201128	ROCKETFUEL
Serial Number:	85189762	TRUELIFT
Serial Number:	85178336	HOTEL CASINO BOOSTER
Serial Number:	85178325	FASHION BOOSTER
Serial Number:	85177928	AUTO BOOSTER
Serial Number:	85177915	HOLIDAY SHOPPING BOOSTER
Serial Number:	85177909	MOBILE BOOSTER
Serial Number:	85177868	VIDEO BOOSTER

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Serial Number:	85177849	INSIGHTS BOOSTER
Serial Number:	85177837	SEARCH BOOSTER
Serial Number:	85177832	RETARGETING BOOSTER
Serial Number:	85177820	AUDIENCE BOOSTER
Serial Number:	85177767	SOCIAL BOOSTER
Serial Number:	85075703	DR BOOSTER
Serial Number:	85075586	DIRECT RESPONSE BOOSTER
Serial Number:	85734371	MOMENTS OF INFLUENCE

CORRESPONDENCE DATA

Fax Number: 8586385130

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-464
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	02/28/2013

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 9, 2010 by and between COMERICA BANK ("Bank") and ROCKET FUEL INC., a Delaware corporation ("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 of even date herewith (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 certain Copyrights, Trademarks and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

Address of Grantor:

350 Marine Parkway, Suite 220
Redwood Shores, CA 94065

Attn: Chief Executive Officer

ROCKET FUEL INC.

By: 

Title: Chief Executive Officer

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System and method for real-time advertising campaign adaptation	13269223	10/7/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ROCKET FUEL	77467789	5/7/08
ADVERTISING THAT LEARNS	85647407	6/8/12
Audience Accelerator	85408801	8/26/11
Rocket Fuel Connect	85290791	4/8/11
Campaigns run better on Rocket Fuel	85257034	3/3/11
We're bringing rocket science to digital advertising	85201137	12/17/10
rocketfuel	85201128	12/17/10
TrueLift	85189762	12/2/10
Hotel Casino Booster	85178336	11/16/10
Fashion Booster	85178325	11/16/10
Auto Booster	85177928	11/16/10
Holiday Shopping Booster	85177915	11/16/10
Mobile Booster	85177909	11/16/10
Video Booster	85177868	11/16/10
Insights Booster	85177849	11/16/10
Search Booster	85177837	11/16/10
Retargeting Booster	85177832	11/16/10
Audience Booster	85177820	11/16/10
Social Booster	85177767	11/16/10
DR Booster	85075703	7/1/10
Direct Response Booster	85075586	7/1/10
Moments of Influence	85734371	9/20/12