

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDIAMATH, INC.		09/23/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4284835	TAP.ME
Registration Number:	4015716	ICOMPLISHMENTS
Registration Number:	4015715	ICOMPLISHMENTS
Registration Number:	4088536	TAP ME

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
 Email: tfahey@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1025 Vermont Avenue NW, Suite 1130
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F146499	TRADEMARK
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OP \$115.00 4284835

NAME OF SUBMITTER:	Jacqueline M. Billard
Signature:	/Jacqueline M. Billard/
Date:	09/24/2013
Total Attachments: 4 source=Scanned from PQ-65001#page2.tif source=Scanned from PQ-65001#page3.tif source=Scanned from PQ-65001#page4.tif source=Scanned from PQ-65001#page5.tif	

SUPPLEMENT TO AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Amended and Restated Intellectual Property Security Agreement (this "Supplement") is made as of the 23 day of September, 2013 by MEDIAMATH, INC., a Delaware corporation with an address at 415 Madison Avenue, 3rd Floor, New York, New York 10017 (the "Grantor"), in favor of SILICON VALLEY BANK, a California corporation with offices one Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 (the "Grantee").

WHEREAS, the Grantor executed and delivered an Amended and Restated Intellectual Property Security Agreement dated as of December 14, 2009 and recorded with the United States Patent and Trademark Office on July 26, 2011 at Reel 004590, Frame 0704 (with the Trademark Division), as affected by that certain First Amendment to Amended and Restated Intellectual Property Security Agreement dated as of June 14, 2010 and recorded with the United States Patent and Trademark Office on July 26, 2011 at Reel 026648, Frame 0721 (with the Patent Division) and at Reel 004590, Frame 0757 (with the Trademark Division), and as further affected by that certain Second Amendment to Amended and Restated Intellectual Property Security Agreement dated as of July 15, 2011 and recorded with the United States Patent and Trademark Office on July 26, 2011 at Reel 026648, Frame 0764 (with the Patent Division) and at Reel 004590 Frame 0818 (with the Trademark Division) (the "Grant") in favor of the Grantee, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Grantee in the Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional intellectual property and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional intellectual property in favor of the Grantee.

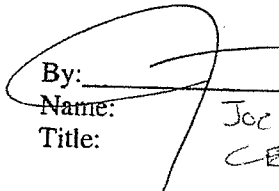
NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Exhibits. Exhibit C to the Grant is hereby supplemented, but not replaced, by the attached Exhibit C-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

MEDIAMATH, INC., as Grantor

By: 
Name: Joe Zawadzki, Inc.
Title: CEO

SILICON VALLEY BANK, as Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

MEDIAMATH, INC., as Grantor

By: _____
Name:
Title:

SILICON VALLEY BANK, as Grantee

By: *Claudia Cavale*
Name: *Claudia Cavale*
Title: *VP*

Exhibit C-1

TRADEMARKS

<u>MARK</u>	<u>Registration No.</u>	<u>Reg. Date</u>
TAP.ME	4284835	2/5/2013
ICOMPLISHMENTS	4015716	8/23/2011
ICOMPLISHMENTS	4015715	8/23/2011
TAP ME	4088536	1/17/2012