

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing V, Inc.		10/31/2013	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Rocket Fuel Inc.		
Street Address:	350 Marine Parkway, Marina Park Center, Suite 220		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3648573	ROCKET FUEL	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-461-6125		
Email:	qlu@wsgr.com		
Correspondent Name:	WSGR, c/o Qui Lu		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH2-1 P10		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	37308.038		
NAME OF SUBMITTER:	Qui Lu		
Signature:	/s/ Qui Lu		

900270557

TRADEMARK
 REEL: 005143 FRAME: 0001

CH \$40.00 3648573

Date:

10/31/2013

Total Attachments: 3

source=IP Termination pdf#page1.tif

source=IP Termination pdf#page2.tif

source=IP Termination pdf#page3.tif

**TERMINATION AND RELEASE OF THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of the Intellectual Property Security Agreement (this "Termination") is executed by Venture Lending & Leasing V, Inc., a Maryland corporation, ("Secured Party") in favor of Rocket Fuel Inc., a Delaware corporation (the "Grantor").

RECITALS

A. WHEREAS, reference is hereby made to that certain Loan and Security Agreement, dated as of April 2, 2010, (as further amended, modified, renewed or extended from time to time, the "Loan Agreement"), among Grantor and Secured Party.

B. WHEREAS, reference is hereby made to the Intellectual Property Security Agreement, dated as of April 2, 2010 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), between Grantor and Secured Party, pursuant to which the Grantor granted to Secured Party a security interest in certain of Grantor's present and future assets, including the copyrights, patents, and trademarks identified on Schedule A attached hereto, to secure the Secured Obligations (as defined in the Loan Agreement);

C. WHEREAS, the Security Agreement was filed with the Trademark Division of the United States Patent and Trademark Office on April 13, 2010, at Reel No. 4186 at Frame No. 0309, to evidence the security interest granted under the Security Agreement;

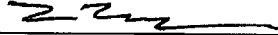
D. WHEREAS, Secured Party has agreed to terminate and release its security interest in Grantor's copyrights, patents, and trademarks, including, without limitation, the trademark identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates and releases its security interest in all of the Grantor's copyrights, patents, and trademarks including, without limitation, those referred to on Schedule A hereto, and all proceeds of the foregoing.

[Signature page to follow]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of
October 31, 2013.

Venture Lending & Leasing V, Inc.

By: 

Name: Maurice Werdegarr

Title: President and CEO

*[Signature Page to Termination and Release of the
Intellectual Property Security Agreement]*

TRADEMARK
REEL: 005143 FRAME: 0004

SCHEDULE A

to the Termination and Release of the Intellectual Property Security Agreement

Issued U.S. Copyrights of the Grantor

None.

Pending U.S. Copyright Applications of the Grantor

None.

Issued U.S. Patents of the Grantor

None.

Pending U.S. Patent Applications of the Grantor

None.

Issued U.S. Trademarks of the Grantor

OWNER / GRANTOR	WORDMARK	SERIAL DATE	SERIAL NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
Rocket Fuel Inc.	ROCKET FUEL	05/07/2008	77467789	06/30/2009	3648573

Pending U.S. Trademarks of the Grantor

None.