

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.		12/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank, as Agent
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4334659	MOMENTS OF INFLUENCE
Registration Number:	4344067	ADVERTISING THAT LEARNS
Registration Number:	4236217	AUDIENCE ACCELERATOR
Registration Number:	4042162	ROCKET FUEL CONNECT
Registration Number:	4034976	CAMPAIGNS RUN BETTER ON ROCKET FUEL.
Registration Number:	3997440	WE'RE BRINGING ROCKET SCIENCE TO DIGITAL
Registration Number:	3993878	ROCKETFUEL
Registration Number:	4001908	TRUELIFT
Registration Number:	3993064	SOCIAL BOOSTER
Registration Number:	3993070	SEARCH BOOSTER
Registration Number:	3993067	AUDIENCE BOOSTER
Registration Number:	3993075	HOLIDAY SHOPPING BOOSTER
Registration Number:	3993088	FASHION BOOSTER

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Registration Number:	3993069	RETARGETING BOOSTER
Registration Number:	3993090	HOTEL CASINO BOOSTER
Registration Number:	3985363	INSIGHTS BOOSTER
Registration Number:	3993073	MOBILE BOOSTER
Registration Number:	3993071	VIDEO BOOSTER
Registration Number:	3993076	AUTO BOOSTER
Registration Number:	3952678	DR BOOSTER
Registration Number:	3952676	DIRECT RESPONSE BOOSTER
Registration Number:	3648573	ROCKET FUEL
Serial Number:	85907854	SAFE PIXEL

CORRESPONDENCE DATA

Fax Number: 7349302494
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 734-930-0121
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	01/21/2014

Total Attachments: 6
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 20, 2013, between the undersigned (each, individually, a "Debtor" and collectively, the "Debtors") and Comerica Bank, as administrative agent for the Lenders (as defined below) (the "Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Rocket Fuel Inc. (the "Borrower"), the financial institutions from time to time signatory thereto (each, individually, a "Lender", and any and all such financial institutions collectively, the "Lenders") and the Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party, for the benefit of the Lenders (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party, for the benefit of the Lenders, of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party and the Lenders to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security

interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license;

provided, however, that "Trademark Collateral" shall not include (i) rights under or with respect to any General Intangible, license, permit or authorization to the extent any such General Intangible, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the "**Restricted Assets**"), provided that (A) the Proceeds of any Restricted Asset shall continue to be deemed to be "Trademark Collateral" to the extent not prohibited by law, and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset or the Proceeds of such Restricted Assets to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto) or (ii) any "intent-to-use" Trademark applications.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Liens on any Trademark Collateral shall automatically be released, and the Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on such Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, (c) if such release has been approved by the requisite Lenders in accordance with Section 13.9 of the Credit Agreement, or (d) if all of the Indebtedness (other than contingent liabilities pursuant to any indemnity for claims which have not been asserted, or which have not yet accrued) shall have been paid and performed in full (in cash) and all commitments to extend credit or other credit accommodations under the Credit Agreement have been terminated.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

ROCKET FUEL INC.

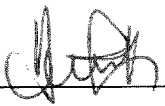

By: 

J. Peter Bardwick

Its: Chief Financial Officer

SECURED PARTY:

COMERICA BANK, as Agent

By: _____ 
Its: _____ 

SCHEDULE 1.1

TRADEMARK COLLATERAL

Trademarks:

Mark	Registration Date	Registration #
MOMENTS OF INFLUENCE	05/14/2013	4334659
ADVERTISING THAT LEARNS	05/28/2013	4344067
AUDIENCE ACCELERATOR	11/06/2012	4236217
ROCKET FUEL CONNECT	10/18/2011	4042162
CAMPAIGNS RUN BETTER ON ROCKET FUEL.	10/04/2011	4034976
WE'RE BRINGING ROCKET SCIENCE TO DIGITAL ADVERTISING.	07/19/2011	3997440
ROCKETFUEL	07/12/2011	3993878
TRUELIFT	07/26/2011	4001908
SOCIAL BOOSTER	07/12/2011	3993064
SEARCH BOOSTER	07/12/2011	3993070
AUDIENCE BOOSTER	07/12/2011	3993067
HOLIDAY SHOPPING BOOSTER	07/12/2011	3993075
FASHION BOOSTER	07/12/2011	3993088
RETARGETING BOOSTER	07/12/2011	3993069
HOTEL CASINO BOOSTER	07/12/2011	3993090
INSIGHTS BOOSTER	06/28/2011	3985363
MOBILE BOOSTER	07/12/2011	3993073
VIDEO BOOSTER	07/12/2011	3993071
AUTO BOOSTER	07/12/2011	3993076
DR BOOSTER	04/26/2011	3952678
DIRECT RESPONSE BOOSTER	04/26/2011	3952676
ROCKET FUEL	06/30/2009	3648573

Trademark Applications:

Mark	Filing Date	Serial #
SAFE PIXEL	04/18/2013	85907854