

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAXPOINT INTERACTIVE, INC.		06/12/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3353 Peachtree Road, NE, North Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4150961	DIGITAL ZIP	
Registration Number:	4092015	DIGITAL ZIP	
Registration Number:	4317616	MAXPOINT	
Registration Number:	4328729	MAXPOINT	
Registration Number:	4321499	MAXPOINT	
Serial Number:	85288713	MAXPOINT	
Serial Number:	86037327	MAXPOINT DIRECT	
Serial Number:	86037342	MAXPOINT EXPRESS	
Registration Number:	4317627	MAXPOINT INTERACTIVE	
Registration Number:	4321467	MAXPOINT INTERACTIVE	
Serial Number:	85299258	MAXPOINT INTERACTIVE	
Serial Number:	85299255	MAXPOINT INTERACTIVE	
Serial Number:	85288724	MAXPOINT IT'S ABOUT THE NEIGHBORHOOD	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
TRADEMARK			

OP \$340.00 4150961

Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F150419

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 06/23/2014

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 12, 2014, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 3353 Peachtree Road, NE, North Tower, Suite M-10, Atlanta, Georgia 30326 ("Bank") and MAXPOINT INTERACTIVE, INC., a Delaware corporation with its principal place of business located at 3800 Paramount Parkway, Suite 200, Morrisville, North Carolina 27560 ("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 (i) that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof, and (ii) that certain Mezzanine Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as each may be amended, modified or supplemented from time to time, collectively, 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask work rights or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

All renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

MAXPOINT INTERACTIVE, INC.

By: *Eric J. [Signature]*

Title: CFO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

MAXPOINT INTERACTIVE, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: *[Signature]*

Title: *Vice President*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

**MaxPoint Interactive, Inc.
Patent Applications**

No.	Title	Appln. No.	Filing Date/Status
1	SYSTEM FOR IMPROVING SHAPE-BASED TARGETING BY USING INTEREST LEVEL DATA	12/789731	5/28/2010 Allowed not issued yet
2	SYSTEM FOR IMPROVING SHAPE-BASED TARGETING BY USING INTEREST LEVEL DATA	12/869271	8/26/2010 Issued as U.S. Patent No. 8,296,180 on 10/23/2012
3	SYSTEM AND METHOD FOR CONTROLLING REAL-TIME BIDDING FOR ONLINE ADVERTISEMENTS	13/670448	11/6/2012 Allowed not issued yet
4	SYSTEM AND METHOD FOR OPTIMIZING REAL-TIME BIDDING ON ONLINE ADVERTISEMENT PLACEMENTS UTILIZING MIXED PROBABILITY METHODS	13/672698	11/8/2012
5	PRESENTATION GENERATION	13/691605	11/30/2012
6	SYSTEM AND METHOD FOR CONTROLLING REAL-TIME BIDDING FOR ONLINE ADVERTISEMENTS	13/750960	1/25/2013
7	CLOSED-LOOP TARGETED ADVERTISING	13/757657	2/1/2013
8	SYSTEM AND METHOD FOR MANAGING THE FREQUENCY OF ONLINE ADVERTISEMENT PLACEMENTS	13/758756	2/4/2013
9	SYSTEM FOR IMPROVING SHAPE-BASED TARGETING BY USING INTEREST LEVEL DATA	13/762297	2/7/2013
10	SYSTEM AND METHOD FOR RECOMMENDING GEOGRAPHIC AREAS FOR ONLINE ADVERTISING IN A REAL-TIME BIDDING ENVIRONMENT	13/831307	3/14/2013
11	SYSTEM AND METHOD FOR RECOMMENDING ADVERTISEMENT PLACEMENTS ONLINE IN A REAL-TIME BIDDING ENVIRONMENT	13/831252	3/14/2013
12	SYSTEM AND METHOD FOR AUDIENCE TARGETING	13/843276	3/15/2013
13	SYSTEM AND METHOD FOR PRICING ADVERTISEMENT PLACEMENTS ONLINE IN A REAL TIME BIDDING ENVIRONMENT	13/857123	4/4/2013

No.	Title	Appl. No.	Filing Date/Status
14	SYSTEM AND METHOD FOR GENERATING CUSTOMIZED ADVERTISEMENT CREARTIVES	14/020324	9/6/2013
15	SYSTEM AND METHOD FOR COMBINING PAST USER EVENTS WITH REAL-TIME USER EVENTS TO RAPIDLY RESPOND TO ADVERTISING OPPORTUNITIES	14/047993	10/7/2013
16	SYSTEM AND METHOD FOR CONTROLLED PURCHASING OF ONLINE ADVERTISEMENTS IN A REAL-TIME BIDDING ENVIRONMENT	14/133553	12/18/2013
17	SYSTEM AND METHOD FOR ADVERTISEMENT IMPRESSION VOLUME ESTIMATION	14/139567	12/23/2013
18	A SYSTEM FOR IMPROVING SHAPE-BASED TARGETING BY USING INTEREST LEVEL DATA	PCT/US2014/015386	2/7/2014
19	SYSTEM AND METHOD FOR AUDIENCE TARGETING	PCT/US2014/030440	3/17/2014

EXHIBIT C




Trademarks






Description

Registration/
Application
Number

Registration/
Application
Date

MaxPoint Interactive, Inc.
Trademarks

	Country	Mark	Application No Registration No.	Application Date Registration Date
1.	Argentina	DIGITAL ZIP	3080998 2514062	April 19, 2011 July 13, 2012
2.	Argentina	DIGITAL ZIP	3081002 2513276	April 19, 2011 July 06, 2012
3.	Argentina	MAXPOINT	3325094	May 07, 2014
4.	Argentina	MAXPOINT	3325093	May 07, 2014
5.	Argentina	MAXPOINT & Design 	3325096	May 07, 2014
6.	Argentina	MAXPOINT & Design 	3325095	May 07, 2014
7.	Australia	DIGITAL ZIP	1076590	April 15, 2011
8.	Australia	MAXPOINT	164243	May 06, 2014
9.	Australia	MAXPOINT & Design 	164244	May 06, 2014
10.	Brazil	DIGITAL ZIP	831006412	April 19, 2011
11.	Brazil	DIGITAL ZIP	831006200	April 19, 2011
12.	Canada	DIGITAL ZIP	1524056	April 18, 2011
13.	China	DIGITAL ZIP	1076590	April 15, 2011
14.	China	MAXPOINT INTERACTIVE & Design 	10082149 10082149	October 19, 2011 December 14, 2012
15.	China	MAXPOINT INTERACTIVE & Design 	10082150	October 19, 2011
16.	European Community	DIGITAL ZIP	1076590	April 15, 2011
17.	European Community	MAXPOINT INTERACTIVE & Design 	010344893	October 17, 2011

	Country	Mark	Application No Registration No.	Application Date Registration Date
18.	Japan	DIGITAL ZIP	1076590	April 15, 2011
19.	Japan	MAXPOINT INTERACTIVE & Design	2011-74850 5468457	October 19, 2011 February 10, 2012
20.	Korea	DIGITAL ZIP	1076590	April 15, 2011
21.	Korea	MAXPOINT INTERACTIVE & Design	41-2011-32578 41-246157	October 19, 2011 December 04, 2012
				
22.	Korea	MAXPOINT INTERACTIVE & Design	41-2011-32579 41-246156	October 19, 2011 December 04, 2012
				
23.	Madrid Protocol	DIGITAL ZIP	1076590	April 15, 2011
24.	Norway	DIGITAL ZIP	1076590	April 15, 2011
25.	Singapore	DIGITAL ZIP	IR 1076590 T11 07159F	April 15, 2011 April 15, 2011
26.	Singapore	MAXPOINT	T1407012D	May 07, 2014
27.	Singapore	MAXPOINT & Design	T1407013B	May 07, 2014
				
28.	Switzerland	DIGITAL ZIP	1076590	April 15, 2011
29.	Taiwan	DIGITAL ZIP	100018954 1501335	April 18, 2011 January 16, 2012
30.	U.S.A.	DIGITAL ZIP	85-157426 4,150,961	October 20, 2010 May 29, 2012
31.	U.S.A.	DIGITAL ZIP	85-156227 4,092,015	October 19, 2010 January 24, 2012
32.	U.S.A.	MAXPOINT	85-236671 4,317,616	February 8, 2011 April 9, 2013
33.	U.S.A.	MAXPOINT	85-236673 4,328,729	February 8, 2011 April 30, 2013
34.	U.S.A.	MAXPOINT and Design	85-288722 4,321,499	April 7, 2011 April 16, 2013
				
35.	U.S.A.	MAXPOINT and Design	85-288713	April 7, 2011
				
36.	U.S.A.	MAXPOINT DIRECT	86-037327	August 14, 2013




	Country	Mark	Application No Registration No.	Application Date Registration Date
37.	U.S.A.	MAXPOINT EXPRESS	86-037342	August 14, 2013
38.	U.S.A.	MAXPOINT INTERACTIVE	85-246636 4,317,627	February 18, 2011 April 9, 2013
39.	U.S.A.	MAXPOINT INTERACTIVE	85-246639 4,321,467	February 18, 2011 April 16, 2013
40.	U.S.A.	MAXPOINT INTERACTIVE and Design 	85-299258	April 19, 2011
41.	U.S.A.	MAXPOINT INTERACTIVE and Design 	85-299255	April 19, 2011
42.	U.S.A.	MAXPOINT IT'S ABOUT THE NEIGHBORHOOD and Design 	85-288724	April 7, 2011

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A