

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement, as Amended		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rocket Fuel Inc.		12/31/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank, as Agent		
<b>Street Address:</b>	39200 SIX MILE ROAD		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86345030	MISSION CONTROL	
<b>Serial Number:</b>	86334125	POSITIVECLICK	
<b>Serial Number:</b>	86242797	ROCKET FUEL	
<b>Serial Number:</b>	86255188	ROCKETFUEL ARTIFICIAL INTELLIGENCE. REAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>			
<b>Phone:</b>	7349300121		
<b>Email:</b>	asujek@bodmanlaw.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek, Bodman PLC		
<b>Address Line 1:</b>	201 S. Division Street, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	9021-1		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/Angela Alvarez Sujek/		
<b>DATE SIGNED:</b>	01/08/2015		
<b>Total Attachments: 13</b>			

OP \$115.00 86345030

source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page1.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page2.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page3.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page4.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page5.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page6.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page7.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page8.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page9.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page10.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page11.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page12.tif  
source=Rocket Fuel -- executed First Amendment to Trademark Security Agreement#page13.tif

## FIRST AMENDMENT TO SECURITY AGREEMENT

This **First Amendment to Security Agreement** ("First Amendment") is made as of this 31st day of December, 2014 by and between Rocket Fuel Inc. (the "Debtor") and Comerica Bank, as administrative agent (in such capacity, the "Agent") for the Lenders (as defined below).

### RECITALS

A. The Debtor entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 20, 2013 (the "Original Credit Agreement"), with 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 Agent, which has been amended and restated by that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of the date hereof, by and among the Debtor, the Lenders and the Agent (as the same may be further amended, restated or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Original Credit Agreement, the Debtor executed and delivered that certain Security Agreement dated as of December 20, 2013 to the Secured Party (as amended, restated or otherwise modified from time to time, the "Security Agreement").

C. In connection with the Credit Agreement, the Debtor has requested that the Agent make certain amendments to the Security Agreement as set forth herein and the Agent is willing to do so, but only on the terms and conditions set forth in this First Amendment.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Debtor and the Agent agree as follows:

1. Section 4.1(k) of the Security Agreement is hereby amended and restated in its entirety as follows:

*"(k) Each Debtor agrees to promptly notify the Agent in writing of all Deposit Accounts, cash collateral accounts or investments accounts opened after the date hereof (except with Agent), and such Debtor shall take such actions as may be necessary or deemed desirable by the Agent (including the execution and delivery of an account control agreement in form and substance reasonably satisfactory to the Agent) to grant the Agent a perfected, first priority Lien over each of the Deposit Accounts, cash collateral accounts or investment accounts disclosed on **Schedule 3.3(b)** to the Security Agreement Disclosure Letter and over each of the additional accounts disclosed pursuant to this **Section 4.1(k)**. Notwithstanding anything in this Agreement, no Debtor shall be required to enter into any account control agreement or similar agreement for (i) any account used solely for payroll, payroll taxes or employee wage and benefit payments, (ii) any zero balance account or (iii) any cash collateral account subject to a Lien permitted by Section 8.2(h) of the Credit Agreement."*

2. The Debtor hereby represents, warrants and confirms that the updated Schedules to the Security Agreement attached hereto as Exhibit A are true, accurate and complete as of the date hereof.

3. This First Amendment shall become effective (according to the terms hereof) on the date that the Agent shall have received via facsimile or electronic mail (followed by the prompt delivery of original signatures) counterpart originals of this First Amendment, in each case duly executed and delivered by the Agent and the Debtor.

4. The Debtor hereby certifies to the Agent as of the date hereof and after giving effect to this First Amendment, that (a) the representations and warranties set forth in Article 3 of the Security Agreement, as amended hereby, are true and correct on and as of the date hereof (except to the extent such representations specifically relate to an earlier date), and (b) on and as of the date hereof, after giving effect to this First Amendment, no Default or Event of Default shall have occurred and be continuing.

5. Except as specifically set forth above, this First Amendment shall not be deemed to amend or alter in any respect the terms and conditions of the Security Agreement. Nor shall this First Amendment constitute a waiver or release by the Agent or the Lenders of any right, remedy, Default or Event of Default under or a consent to any transaction not meeting the terms and conditions of the Security Agreement. Furthermore, this First Amendment shall not affect in any manner whatsoever any rights or remedies of the Lenders with respect to any other non-compliance by the Debtor or any Borrower or Guarantor with any of the Loan Documents, whether in the nature of a Default or Event of Default, and whether now in existence or subsequently arising, and shall not apply to any other transaction. The Debtor hereby confirms that the Security Agreement, as amended herein, continues in full force and effect and secures, among other things, all of the Indebtedness.

6. The Debtor hereby acknowledges and agrees that this First Amendment and the amendments contained herein do not constitute any course of dealing or other basis for altering any obligation of the Debtor or any other party or any rights, privilege or remedy of the Agent or the Lenders under the Security Agreement, any other Loan Document, any other agreement or document, or any contract or instrument.

7. Except as specifically defined to the contrary herein, capitalized terms used in this First Amendment shall have the meanings set forth in the Credit Agreement.

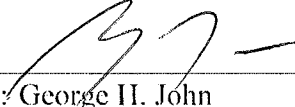
8. This First Amendment may be executed in counterpart in accordance with Section 7.8 of the Security Agreement and shall be considered a "Loan Document" within the meaning of the Credit Agreement.

9. This First Amendment shall be construed in accordance with and governed by the laws of the State of California.


**(Remainder of page intentionally left blank.)**

WITNESS the due execution hereof as of the day and year first above written.

**ROCKET FUEL INC.**

By:   
Name: George H. John  
Title: Chief Executive Officer

**COMERICA BANK, as Agent**

By:   
Name: Dennis Rapoport  
Title: Senior Vice President

**Exhibit A**

**Updated Schedules to Security Agreement**

**Schedule 1.1**

**Intellectual Property**

**Trademarks:**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration #</b>
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:**

<b>Mark</b>	<b>Filing Date</b>	<b>Serial #</b>
SAFE PIXEL	04/18/2013	85907854
MISSION CONTROL	07/22/2014	86345030
POSITIVECLICK	7/10/2014	86334125
ROCKET FUEL	4/4/2014	86242797
ROCKETFUEL ARTIFICIAL INTELLIGENCE. REAL RESULTS.	4/17/2014	86255188

**Patents:**

None.

**Patent Applications:**



Title	Application / Patent #	Filing Date
SYSTEM AND METHOD FOR REAL-TIME ADVERTISING CAMPAIGN ADAPTATION	13/269,223	10/07/2011
Inter-campaign advertising management	14006076	10/10/13
Measuring effect of impressions on social media networks	14006090	10/3/13

**Copyrights:**

None.

**Copyright Applications:**

None.

**Material Licenses:**

None.

**Gross Revenue from Licenses:**

None.

**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.

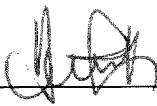
By: 

J. Peter Bardwick

Its: Chief Financial Officer

SECURED PARTY:

**COMERICA BANK**, as Agent

By: \_\_\_\_\_   
Its: \_\_\_\_\_ VP

SCHEDULE 1.1

TRADEMARK COLLATERAL

**Trademarks:**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration #</b>
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:**

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