

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERACTIVE MEDIA HOLDINGS, INC.		02/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	555 CALIFORNIA STREET, 4TH FLOOR		
Internal Address:	AGENCY MANAGEMENT / ATTN: ROBERT RITTELMAYER		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86432621	VIANT	
CORRESPONDENCE DATA			
Fax Number:	2132264028		
<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:	213-488-7100		
Email:	kevin.davis@pillsburylaw.com		
Correspondent Name:	ROBERT V. SLATTERY JR.		
Address Line 1:	PILLSBURY WINTHROP SHAW PITTMAN LLP		
Address Line 2:	725 SOUTH FIGUEROA STREET, SUITE 2800		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5406		
ATTORNEY DOCKET NUMBER:	044089-0000035		
NAME OF SUBMITTER:	ROBERT V. SLATTERY JR.		
SIGNATURE:	/Robert V. Slattery Jr./		
DATE SIGNED:	02/23/2015		
Total Attachments: 3			
source=BofA & Interactive Media Holdings Security Agreement in TM#page1.tif			
source=BofA & Interactive Media Holdings Security Agreement in TM#page2.tif			

CH \$40.00 86432621

**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARK**

February 23, 2015

United States Patent and Trademark Office

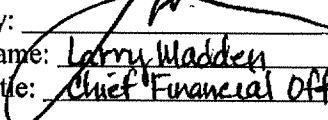
Ladies and Gentlemen:

Please be advised that, pursuant to the Security and Pledge Agreement dated as of September 6, 2013 (as the same may be amended, modified, restated or supplemented from time to time, the "*Security and Pledge Agreement*") by and among the Grantors from time to time party thereto (the "*Grantors*") and Bank of America, N.A., as Administrative Agent (the "*Administrative Agent*") for the Secured Parties referenced therein, the undersigned Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and lien upon the trademarks, trademark licenses and trademark applications described on Schedule 1 attached hereto.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks, trademark licenses and trademark applications described on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security and Pledge Agreement and (ii) is not to be construed as an assignment of any trademark, trademark license or trademark application.

Very truly yours,

INTERACTIVE MEDIA HOLDINGS, INC.

By: 
Name: Lanny Madden
Title: Chief Financial Officer

Acknowledged and accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

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Very truly yours,

INTERACTIVE MEDIA HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Robert Rittelmeyer
Title: Vice President

Schedule 1
to
Notice of Grant of Security Interest in Trademark

<u>U.S. Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Issue Date</u>	<u>Assignee</u>
VIANT	86/432,621	10/28/2014	Interactive Media Holdings, Inc.