

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantcast Corporation		04/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3744747		
Registration Number:	4328737	AUDIENCE DNA	
Registration Number:	3609379	GET QUANTIFIED	
Registration Number:	3744665	IT'S YOUR AUDIENCE. WE JUST FIND IT.	
Registration Number:	4639687	KNOW AHEAD. ACT BEFORE.	
Registration Number:	3749147	MARKETING SCIENCE MADE SIMPLE	
Registration Number:	4647793	NET NEW	
Registration Number:	4641137	QUANTCAST	
Registration Number:	3675378	QUANTCAST	
Registration Number:	3675377	QUANTCAST	
Registration Number:	3394849	QUANTCAST	
Registration Number:	4509287	QUANTCAST	
Registration Number:	3837198	QUANTCAST	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		

CH \$340.00 3744747

Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, nw
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 058438-0496

NAME OF SUBMITTER: Jennifer C. Evans

SIGNATURE: /jce/

DATE SIGNED: 06/26/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of April, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 21, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Quantcast Corporation, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, and Wells Fargo as sole lead arranger, sole book runner, and syndication agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements and Agent (through its London Branch) is willing to continue to provide credit accommodations as provided for in the Irish Facility Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Agent (as the Lender (through its London Branch) under the Irish Facility), the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 21, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Agent (as the Lender (through its London Branch) under the Irish Facility), the Lender Group, and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit Agent (as the Lender (through its London Branch) under the Irish Facility), each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Agent (as the Lender (through its London Branch) under the Irish Facility), the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

QUANTCAST CORPORATION

By: _____

Name: Peter Keipert

Title: CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Name: _____

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DB2/25794598

**TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

QUANTCAST CORPORATION

By: _____

Name:

Title:

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By:  _____

Name: Harry L. Joe

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
ALPHA (stylized)	United States	35; 42	8/25/2009	77812630	2/2/2010	3744747	Registered
AUDIENCE DNA	United States	35; 42	2/17/2011	85244512	4/30/2013	4328737	Registered
GET QUANTIFIED	United States	35; 42	6/22/2007	77213041	4/21/2009	3609379	Registered
IT'S YOUR AUDIENCE. WE JUST FIND IT.	United States	35; 42	7/1/2009	77772890	2/2/2010	3744665	Registered
KNOW AHEAD. ACT BEFORE.	European Union	09; 35; 42	11/11/2013	012297693	4/11/2014	012297693	Registered
KNOW AHEAD. ACT BEFORE.	United States	35	10/8/2013	86085594	11/18/2014	4639687	Registered
MARKETING SCIENCE MADE SIMPLE	United States	35; 42	6/29/2009	77770013	2/16/2010	3749147	Registered
NET NEW	United States	35	10/16/2013	86093508	12/2/2014	4647793	Registered
QUANTCAST	Australia	35	2/26/2014	1608147	11/4/2014	1608147	Registered
QUANTCAST	Brazil	35	4/24/2014	907606431			Published
QUANTCAST	Canada	CG; CS	3/26/2014	1669862			Pending
QUANTCAST	China	09	8/13/2008	6896881	7/21/2010	6896881	Registered
QUANTCAST	China	35	8/13/2008	6896880	8/7/2010	6896880	Registered
QUANTCAST	China	42	8/13/2008	6896879	9/14/2010	6896879	Registered

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
QUANTCAST	European Union	09; 35; 42	8/13/2008	007157291	5/30/2009	007157291	Registered
QUANTCAST	Hong Kong	35	3/6/2014	302915307			Pending
QUANTCAST	Japan	09; 35; 42	8/12/2008	2008066347	8/14/2009	5256676	Registered
QUANTCAST	Mexico	35	4/21/2014	1478517	7/22/2014	1471923	Registered
QUANTCAST	New Zealand	35	3/5/2014	993714	9/9/2014	993714	Registered
QUANTCAST	Norway	35	3/6/2014	201402706	6/6/2014	276341	Registered
QUANTCAST	Russia	35	4/23/2014	2014713599			Pending
QUANTCAST	Singapore	35	3/5/2014	T1403226E			Pending
QUANTCAST	Switzerland	09; 35; 42	3/5/2014	526652014	11/3/2014	665616	Registered
QUANTCAST	United States	09	4/17/2014	86255054	11/18/2014	4641137	Registered
QUANTCAST	United States	35	8/4/2008	77538149	9/1/2009	3675378	Registered
QUANTCAST	United States	42	8/4/2008	77538143	9/1/2009	3675377	Registered
QUANTCAST (stylized)	China	09	8/21/2013	13111864			Published
QUANTCAST (stylized)	China	35	8/23/2013	13126352			Published
QUANTCAST (stylized)	European Union	09; 35; 42	8/22/2013	012084489	1/15/2014	012084489	Registered
QUANTCAST (stylized)	Japan	09; 35	8/21/2013	201364943			Pending
QUANTCAST (stylized)	United States	35	9/16/2005	78714513	3/11/2008	3394849	Registered
QUANTCAST (stylized)	United States	35	2/25/2013	85859582	4/8/2014	4509287	Registered

Trademark	Country	Class	App Date	App #	Reg Date	Reg #	Status
QUANTCAST (stylized)	United States	42	12/15/2009	77894204	8/24/2010	3837198	Registered
QUANTSERVE .CN (Domain Name)	China	NA					Registered
Struq	European Union	35 38 41 42	31-Jan-11	9698788	20-May-11		Registered