

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351749

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDIAOCEAN LLC		08/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
MEDIABANK/MEDIAPLEX HOLDINGS, LLC		08/18/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FIFTH STREET MANAGEMENT LLC, AS COLLATERAL AGENT
Street Address:	777 WEST PUTNAM AVENUE
Internal Address:	3RD FLOOR
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4677697	ORDER VALET
Registration Number:	4579812	MBUY
Registration Number:	4579816	OPTICA
Registration Number:	4600456	PRISMA
Registration Number:	4452074	MEDIAOCEAN
Registration Number:	4024283	IDESK
Registration Number:	4030176	MEDIAOCEAN
Registration Number:	3645029	BRANDOCEAN
Registration Number:	2969578	DDS
Registration Number:	2435167	PROPOSER
Registration Number:	2404130	PROPOSER
Registration Number:	2567879	ADEXPENSE
Registration Number:	2286002	ADVAULT
Registration Number:	2012832	ADCLOCK
Serial Number:	86160246	CONNECT

CH \$390.00 4677697

CORRESPONDENCE DATA**Fax Number:** 6508134848*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.***Phone:** 6508134800**Email:** patents@dechert.com**Correspondent Name:** Dechert LLP**Address Line 1:** 2440 W. El Camino Real**Address Line 2:** Suite 700**Address Line 4:** Mountain View, CALIFORNIA 94040**ATTORNEY DOCKET NUMBER:** 390581-141116**NAME OF SUBMITTER:** Violetta Kokolus**SIGNATURE:** /Violetta Kokolus/**DATE SIGNED:** 08/18/2015**Total Attachments: 6**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of August 18, 2015 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each "Pledgor" and collectively, the "Pledgors"), in favor of Fifth Street Management LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of August 18, 2015 (as amended, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among Poseidon Merger Sub, Inc., a Delaware corporation ("Merger Sub"), Poseidon Acquisition, LLC, a Delaware limited liability company ("Poseidon Acquisition"), Poseidon Prisma, LLC, a Delaware limited liability company ("Prisma"), upon consummation of the Closing Date Acquisition, Donovan Data Systems, Inc., a New York corporation ("DDS"), as the surviving entity after giving effect to the Closing Date Acquisition and MediaOcean LLC, a Delaware limited liability company ("Mediaocean" and, together with Merger Sub, Poseidon Acquisition, Prisma and DDS, each a "Borrower" and collectively, the "Borrowers"), Poseidon Intermediate, LLC, a Delaware limited liability company ("Holdings"), the other guarantors from time to time party thereto (collectively, with Holdings, the "Guarantors"), the financial institutions party thereto as lenders (collectively, the "Lenders"), Fifth Street Management LLC ("Fifth Street"), as administrative agent (in such capacity, together with any successors and permitted assigns in such capacity, the "Administrative Agent"), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with the Trademarks and applications for Trademark registration; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to Macquarie US Trading LLC, as collateral agent (or permitted successor collateral agent), pursuant to or in connection with the First Lien Credit Agreement, dated as of the date hereof, among Holdings, the Borrower, the lenders from time to time party thereto, Macquarie US Trading LLC, as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, replaced, extended, renewed, refinanced, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the


Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time). In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern. This Section 7 is intended only to define the relative rights of the Collateral Agent and the Senior Secured Parties and is not intended to confer any rights on any Borrower, Guarantor and/or Pledgor or other party hereto, and nothing set forth in this Section 7 is intended to or shall impair the obligations of any Borrower, Guarantor and/or Pledgor or other party hereto in accordance with the terms hereof.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

MEDIAOCEAN LLC,
as Pledgor

By: 
Name: William H. Wise
Title: Chief Executive Officer

**MEDIABANK/MEDIAPLEX
HOLDINGS, LLC,**
as Pledgor

By: 
Name: William H. Wise
Title: Chief Executive Officer


[Signature Page to Poseidon Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005601 FRAME: 0410

Accepted and Agreed:

FIFTH STREET MANAGEMENT LLC,
as Collateral Agent

By:


Name: Alexander C. Frank
Title: Chief Operating Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	Application Number/ Filing Date	Registration Number / Registration Date	Owner
ORDER VALET	86197897 19-Feb-2014	4677697 27-Jan-2015	MediaOcean LLC
MBUY	86160012 08-Jan-2014	4579812 05-Aug-2014	MediaOcean LLC
OPTICA	86160108 08-Jan-2014	4579816 05-Aug-2014	MediaOcean LLC
PRISMA	86159956 08-Jan-2014	4600456 09-Sep-2014	MediaOcean LLC
MEDIAOCEAN	85654582 18-Jun-2012	4452074 17-Dec-2013	MediaOcean LLC
IDESK	76703466 21-Jun-2010	4024283 13-Sep-2011	MediaOcean LLC
MEDIAOCEAN	76703465 21-Jun-2010	4030176 27-Sep-2011	MediaOcean LLC
BRANDOCEAN	78859959 12-Apr-2006	3645029 23-Jun-2009	MediaOcean LLC
DDS	76593390 21-May-2004	2969578 19-Jul-2005	MediaOcean LLC
PROPOSER	75936123 06-Mar-2000	2435167 13-Mar-2001	MediaOcean LLC
PROPOSER	75860912 01-Dec-1999	2404130 14-Nov-2000	MediaOcean LLC
ADEXPENSE	75689293 22-Apr-1999	2567879 07-May-2002	Mediabank/Mediaplex Holdings, LLC
ADVAULT	75267013 31-Mar-1997	2286002 12-Oct-1999	Mediabank/Mediaplex Holdings, LLC
ADCLOCK	74674222 15-May-1995	2012832 29-Oct-1996	Mediabank/Mediaplex Holdings, LLC

United States Trademark Applications:

Mark	Application Number/ Filing Date	Registration Number / Registration Date	Owner
CONNECT	86160246 08-Jan-2014	-	MediaOcean LLC