

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353245

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vector Triton Lux 1, S.A. R.L.		06/10/2015	LIMITED LIABILITY COMPANY: LUXEMBOURG
Vector Triton Lux 1, S.A. R.L. - Delaware Branch		06/10/2015	LIMITED LIABILITY COMPANY: LUXEMBOURG
TRITON MEDIA, LLC		06/10/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	DCC/Commercial Loan Service Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: PENNSYLVANIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4493480	A2X
Registration Number:	4528837	A²X BY TRITON DIGITAL
Registration Number:	3060192	AD INJECTOR
Registration Number:	3629781	AD WIRE
Registration Number:	3757380	FLIGHT-PLAN
Registration Number:	3750648	TARGETED AD INJECTOR
Registration Number:	4253019	WEBCAST METRICS
Registration Number:	3061368	WEBCAST METRICS
Registration Number:	4307977	IMMEDIATE INSIGHTS
Registration Number:	2814017	STICKYFISH
Registration Number:	3977634	LC LIQUID COMPASS
Registration Number:	3977636	LC
Registration Number:	3977637	LIQUID COMPASS
Registration Number:	3333808	TRITON MEDIA

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Property Type	Number	Word Mark
Registration Number:	4287580	TRITON DIGITAL
Registration Number:	3841384	AUDIOREALM
Registration Number:	4635858	
Registration Number:	3845077	SAM BROADCASTER
Registration Number:	3936465	SPACIAL AUDIO
Registration Number:	3845081	SPACIALNET
Registration Number:	4635857	TRITON DIGITAL
Registration Number:	4573152	TRITON DIGITAL
Registration Number:	4500367	TRITON DIGITAL

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-15008
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/31/2015

Total Attachments: 8

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SECURITY AGREEMENT

(TRADEMARKS)

June 10, 2015

WHEREAS, VECTOR TRITON (LUX) 1, S.Á. R.L., a Luxembourg private limited liability company ("*société à responsabilité limitée*"), through its Delaware branch VECTOR TRITON (LUX) 1, S.Á. R.L. – DELAWARE BRANCH ("Vector Triton"), and TRITON MEDIA, LLC, a California limited liability company ("Triton Media" and together with Vector Triton, collectively, "Grantors" and each individually a "Grantor"), have adopted, used and are using the trademarks listed opposite such Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office or the Canadian Intellectual Property Office (the "Trademarks");

WHEREAS, each Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit, Term Loan, Security Agreement and Guaranty, dated as of even date hereof (the "Loan Agreement"), by and among (1) as of the Closing Date and until the Initial Borrower Amalgamation, 9317-3151 QUÉBEC INC., a Québec corporation ("Initial Borrower"), (2) upon the consummation of the Initial Borrower Amalgamation, TRITON DIGITAL CANADA INC., a Canadian corporation ("Triton Canada"), as a Borrower, (3) such other Persons joined thereto as a borrower, (4) VECTOR TRITON HOLDINGS (CAYMAN) 2, L.P. a Cayman Islands exempted limited partnership ("Holdings"), (5) Holdings' Subsidiaries signatory thereto as Guarantors and such other Persons joined thereto as a guarantor, (6) the lenders from time to time party thereto (collectively, the "Lenders" and each individually a "Lender") and (7) Grantee for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted to Grantee a security interest in all right, title and interest of such Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 2 North Lake Avenue, Suite 440, Pasadena, CA 91101, Attn: Suzanne Fitzgerald.

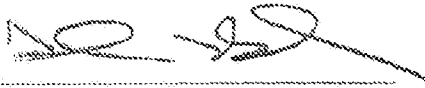
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THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

VECTOR TRITON (LUX) I, S.À R.L. –
DELAWARE BRANCH

By: 
Name: Thomas Edward Walsh
Title: Branch Manger

TRITON MEDIA, LLC

By: _____
Name: Neal Schore
Title: President and Chief Executive
Officer

Signature Page to Security Agreement (Trademarks)

ACCEPTED AND
ACKNOWLEDGED BY:


PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: George Mansour
Title: Vice President

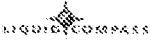



SCHEDULE I TO SECURITY AGREEMENT


TRADEMARKS¹

U.S. Trademark Registrations and Applications


Loan Party	Trademark	Filing Date	Registration Date	Status	Application Number	Registration Number
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	A2X	12/4/2012	3/11/2014	Registered	85794450	4493480
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	A ² X BY TRITON DIGITAL and design 	9/4/2013	5/13/2014	Registered	86055171	4528837
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	AD INJECTOR	1/18/2005	2/21/2006	Registered	78549418	3060192
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	AD WIRE	4/17/2008	6/2/2009	Registered	77450823	3629781
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	FLIGHT-PLAN	7/27/2009	3/9/2010	Registered	77790502	3757380
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	TARGETED AD INJECTOR	3/4/2009	2/16/2010	Registered	77683255	3750648
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	WEBCAST METRICS	2/23/2012	12/4/2012	Registered	85551022	4253019

¹ Title updates to reflect ownership of Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch are in the process of being recorded.

Loan Party	Trademark	Filing Date	Registration Date	Status	Application Number	Registration Number
Vector Triton (Lux) 1, S.à. r.l.- Delaware Branch	WEBCAST METRICS	1/18/2005	2/21/2006	Registered	78549427	3061368
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	IMMEDIATE INSIGHTS	4/25/2012	3/26/2013	Registered	85607717	4307977
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	STICKYFISH	3/5/2001	2/10/2004	Registered	78051430	2814017
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	LC LIQUID COMPASS and design 	11/2/2010	6/14/2011	Registered	85167079	3977634
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	LC and design 	11/2/2010	6/14/2011	Registered	85167087	3977636
Vector Triton (Lux) 1, S.à. r.l. - Delaware Branch	LIQUID COMPASS	11/2/2010	6/14/2011	Registered	85167090	3977637
Triton Media, LLC	TRITON MEDIA and design 	1/26/2007	11/13/2007	Registered	77092186	3333808
Triton Media, LLC	TRITON DIGITAL and design 	7/22/2011	2/12/2013	Registered	85378160	4287580
Triton Media, LLC	AUDIOREALM	2/8/2010	8/31/2010	Registered	77930865	3841384

Loan Party	Trademark	Filing Date	Registration Date	Status	Application Number	Registration Number
Triton Media, LLC	LOGO DESIGN 	12/13/2013	11/11/2014	Registered	86142827	4635858
Triton Media, LLC	SAM BROADCASTER	2/8/2010	9/7/2010	Registered	77930852	3845077
Triton Media, LLC	SPACIAL AUDIO	2/2/2010	3/29/2011	Registered	77926250	3936465
Triton Media, LLC	SPACIALNET	2/8/2010	9/7/2010	Registered	77930873	3845081
Triton Media, LLC	TRITON DIGITAL	12/13/2013	11/11/2014	Registered	86142826	4635857
Triton Media, LLC	TRITON DIGITAL	12/27/2012	7/22/2014	Registered	85811198	4573152
Triton Media, LLC	TRITON DIGITAL	12/26/2012	3/25/2014	Registered	85810376	4500367

Canadian Trademark Registrations and Applications

Loan Party	Trademark	Filing Date	Registration Date	Status	Application Number	Registration Number
Triton Media, LLC	TRITON DIGITAL	5/16/2014		Pending	1677375	
Triton Media, LLC	TRITON DIGITAL	4/24/2013		Pending	1623804	
Triton Media, LLC	TRITON DIGITAL and Design 	5/2/2013		Pending	1625142	
Triton Media, LLC	TRITON MEDIA	10/28/2008	11/10/2010	Registered	1416195	TMA782155

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RECORDED: 08/31/2015

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