

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIAMATH, INC.		09/03/2015	CORPORATION: DELAWARE
ADROIT DS, LLC		09/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3691268	ACERNO THE ADD NETWORK	
Registration Number:	3426003	THE CUSTOMER CREATION COMPANY	
Registration Number:	3448281	ACERNO TRANSACTION MARKETPLACE	
Registration Number:	3422308	ACERNO	
Registration Number:	3422306	ACERNO	
Registration Number:	4284835	TAP.ME	
Registration Number:	4015716	ICOMPLISHMENTS	
Registration Number:	4015715	ICOMPLISHMENTS	
Registration Number:	4088536	TAP ME	
Registration Number:	3898682	MATHTAG	
Registration Number:	3810224	TERMINALONE	
Registration Number:	3898681	MEDIAMATH	
Serial Number:	86085231	TERMINALONE MARKETING OS	
Serial Number:	86085224	TERMINALONE MARKETING OPERATING SYSTEM	
Serial Number:	86085221	T1	
Serial Number:	86085214	ADROIT DIGITAL	

OP \$415.00 3691268

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 2023704750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Darlena Bari Stark**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F158351
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	09/21/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of September 3, 2015, is entered into by and among **MEDIAMATH, INC.**, a Delaware corporation (“*MediaMath*”), **ADROIT DS, LLC**, a Delaware limited liability company (“*Adroit*”, and together with MediaMath, individually and collectively, jointly and severally, the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Subordinated Guarantee and Collateral Agreement, dated as of September 3, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates party thereto from time to time, and (ii) that certain Subordinated Credit Agreement, dated as of September 3, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered U.S. Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule A hereto (provided that no security interest shall be granted in United States “intent to use” trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, such “intent to use” trademark applications under applicable federal law), together with the goodwill symbolized thereby.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED
IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

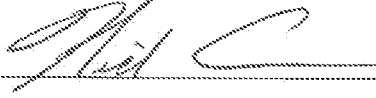
[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____



Name: _____

Dick Christian

Title: _____

Director

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005627 FRAME: 0031

GRANTOR:

MEDIAMATH, INC.

By: Jeff W. Davis
Name: Jeffrey W. Davis
Title: SVP Corp Accounting
Assistant Treasurer
ADROIT DS, LLC

By: Jeff W. Davis
Name: Jeffrey W. Davis
Title: SVP Corp Accounting
Assistant Treasurer

Address of Grantor:
MediaMath, Inc.
Adroit DS, LLC
1440 Broadway, 21st Floor
New York, New York 10018




[Signature Page to Trademark Security Agreement]

TRADEMARK
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Schedule A to TRADEMARK SECURITY AGREEMENT

[BC/Borrower to update/confirm]

Trademark Registrations

Grantor	Country	Trademark	Registration Number	Registration Date
Adroit DS, LLC	United States		3691268	10/06/2009
Adroit DS, LLC	United States	THE CUSTOMER CREATION COMPANY	3426003	05/13/2008
Adroit DS, LLC	United States	ACERNO TRANSACTION MARKETPLACE	3448281	06/17/2008
Adroit DS, LLC	United States		3422308	05/06/2008
Adroit DS, LLC	United States		3422306	05/06/2008
MediaMath, Inc.	United States	TAP.ME	4284835	02/05/2013
MediaMath, Inc.	United States	ICOMPLISHMENTS	4015716	08/23/2011
MediaMath, Inc.	United States	ICOMPLISHMENTS	4015715	08/23/2011
MediaMath, Inc.	United States	Tap Me	4088536	01/17/2012
MediaMath, Inc.	United States	MATHTAG	3898682	01/04/2011
MediaMath, Inc.	United States	TERMINALONE	3810224	06/29/2010
MediaMath, Inc.	United States	MEDIAMATH	3898681	01/04/2011

Trademark Applications

Grantor	Country	Trademark	Application Number	Application Date
MediaMath, Inc.	United States	TERMINALONE MARKETING OS	86085231	10/08/2013
MediaMath, Inc.	United States	TERMINALONE MARKETING OPERATING SYSTEM	86085224	10/08/2013
MediaMath, Inc.	United States	T1	86085221	10/08/2013
MediaMath, Inc.	United States	ADROIT DIGITAL	86085214	10/08/2013

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