

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		02/19/2016	National Association:
RECEIVING PARTY DATA			
Name:	TI NEWCO LLC		
Street Address:	225 Liberty Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86432621	VIANT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	rcsweeney@mintz.com		
Correspondent Name:	Robert Sweeney		
Address Line 1:	MINTZ LEVIN		
Address Line 4:	boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	46657-034		
NAME OF SUBMITTER:	Robert C. Sweeney		
SIGNATURE:	/Robert C. Sweeney/		
DATE SIGNED:	02/26/2016		
Total Attachments: 6			
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NOTICE OF ASSIGNMENT
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

February 19, 2016

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement dated as of February 9, 2016 among Bank of America, N.A., in its capacity as administrative agent for certain lenders (in such capacity, the "Resigning Agent"), TI Newco LLC, a Delaware limited liability company ("TI Newco"), in its capacity as successor administrative agent (in such capacity, the "Successor Agent"), and TI Newco, in its capacity as the sole lender, the Resigning Agent has assigned to the Successor Agent, who acknowledges such assignment by its signature below, all of the Resigning Agent's right, title and interest in its continuing security interest in and lien upon the trademarks, trademark licenses and trademark applications described in the Notice of Grant of Security Interest in Trademarks attached hereto as **Exhibit I**.

Very truly yours,

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

By: 

Name: Carol M. Clements

Title: SVP

[Signature page follows]

Acknowledged and agreed:

TI NEWCO LLC

By: 

Name: Lawrence A. Jacobs

Title: Executive Vice President

*Notice of Assignment
Signature Page*

**TRADEMARK
REEL: 005739 FRAME: 0977**

Exhibit I

Notice of Grant of Security Interest

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARK

February 11, 2015

United States Patent and Trademark Office

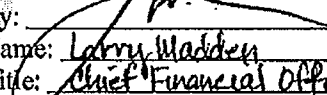
Ladies and Gentlemen:

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: Larry Madden
Title: Chief Financial Officer

Acknowledged and accepted:

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

By: _____
Name: _____
Title: _____

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARK

February 11, 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.

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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

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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.

Project Vision DR\04:02:2016 07:30
KJWalsh@mintz.com
CONFIDENTIAL

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