

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATA XU, INC.		06/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4741129	ACTIVE ANALYTICS	
Registration Number:	4403016	DATA.INSIGHT.ACTION.	
Registration Number:	3754577	DATA XU	
Serial Number:	86887936	DATA XU DATA. INSIGHT. ACTION.	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
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:	F164035		
NAME OF SUBMITTER:	James Won		
SIGNATURE:	/James Won/		
DATE SIGNED:	07/01/2016		
Total Attachments: 7			

OP \$115.00 4741129

source=Closing Copy - Trademark Security Agreement (DataXu)#page1.tif
source=Closing Copy - Trademark Security Agreement (DataXu)#page2.tif
source=Closing Copy - Trademark Security Agreement (DataXu)#page3.tif
source=Closing Copy - Trademark Security Agreement (DataXu)#page4.tif
source=Closing Copy - Trademark Security Agreement (DataXu)#page5.tif
source=Closing Copy - Trademark Security Agreement (DataXu)#page6.tif
source=Closing Copy - Trademark Security Agreement (DataXu)#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of June 30, 2016, is entered into by and among **DATA XU, INC.**, a Delaware corporation (the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (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 Credit Agreement, dated as of the date hereof (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 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, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “*Trademarks*” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof. Notwithstanding anything herein to the contrary, (x) 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) and (y) in no event shall the security interest granted under this Agreement attach to any Excluded Assets.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) 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; Termination

This Agreement or any provision hereof may not be changed or waived except in writing signed by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, consistent with Grantor's delivery of information pursuant to Section 3.3(d)(ii) of the Guarantee and Collateral Agreement that results in changes to Schedule 6 of the Guarantee and Collateral Agreement, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement. Upon the Discharge of Obligations, the security interest in the Trademarks granted hereunder shall be released from the Liens in favor of the Assignee created hereby, this Agreement shall terminate with respect to the Assignee and all obligations (other than those expressly stated to survive such termination) of Grantor to the Assignee hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of Grantor following any such termination, the Assignee shall promptly deliver such documents as such Grantor shall reasonably request to evidence such termination.

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

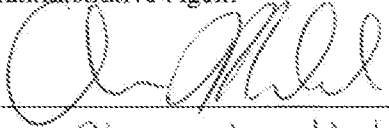
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic transmission shall be equally effective as delivery of an original 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: Christopher Mahal

Title: Vice President

GRANTOR:

DATA XU, INC.

By: *Will Baker*

Name: Michael Baker

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005825 FRAME: 0368

Schedule A to TRADEMARK SECURITY AGREEMENT

CLIENT	MARK	COUNTRY	DESCRIPTION	CLASS	APP. NO.	REG. NO.	REG. DATE	RENEWAL DATE	STATUS
DataXu, Inc.	ACTIVE ANALYTICS	US	non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media	042	86416779	4,741,129	19-May-15	Declaration of use due between May 2020 and May 2021	Supplemental Registry
DataXu, Inc.	DATA. INSIGHT. ACTION.	CA	Providing temporary use of non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media	42	1639154	TMA921,741	11/30/2015	11/30/2030	Registered
DataXu, Inc.	DATA. INSIGHT. ACTION.	EM	Providing temporary use of non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media.	42	012064564	012064564	8/13/2013	Unclear	Registered
DataXu, Inc.	DATA. INSIGHT. ACTION.	SG	Providing temporary use of non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media.	42	T1312886B	T1312886B	8/13/2013	8/13/2023	Registered
DataXu, Inc.	DATA. INSIGHT. ACTION.	US	Digital advertising services for others; management of digital advertising; analytics for	35	85839420	4403016	9/17/2013	Declaration of use due between September 2018 and 2019	Registered

			digital marketing to determine relevant facts about online users and customers.						
DataXu, Inc.	DATA.INSIGHT.ACTION.	US	Providing temporary use of non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media.	42	85839420	4403016	9/17/2013	Declaration of use due between September 2018 and 2019	Registered
DataXu, Inc.	DATA.INSIGHT ACTION	JP	Providing temporary use of non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media; rental of computers; providing computer programs.	42	201363176	5645440	2/25/2014	Unclear	Registered
DataXu, Inc.	DATA.INSIGHT.ACTION.	MX	Provisions Than Temporary Use Than Software Not Downloadable For Its Use In Intake Than Decisions, Support, Analysis And Optimisation Than Interactive Advertisement And Than Digital Media.	42	1421039	1435489	7/23/2014	Unclear	Registered
DataXu, Inc.	DATA XU	US	non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media	042	77788458	3754577	3/2/2010	Filed declaration of use in Feb 2016	Registered

DataXu, Inc.	DATA XU ACTIVE ANALYTICS	EM	non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media	042	013391867	013391867	3/16/2-15	Unclear	Registered
DataXu, Inc.	DATA. INSIGHT. ACTION.	BR	Providing temporary use of non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media.	42	840608233	NA	NA	NA	Publication Stage
DataXu, Inc.	LOGO with DATA. INSIGHT. ACTION	US	Providing temporary use of non-downloadable software for use in decision, support, analytics and optimization of interactive advertising and digital media.	42	86887936	NA	NA	NA	Non-final office action issued, response due by 11/17/2016