

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OUTBRAIN INC.		08/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87045380	NO CANNES DO	
Serial Number:	86649618	YOU ARE WHAT YOU RECOMMEND	
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:	202-370-4790		
Email:	IPTEAM@NATIONALCORP.COM		
Correspondent Name:	PAUL TATE		
Address Line 1:	1025 VERMONT AVENUE, NW		
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164786		
NAME OF SUBMITTER:	James Won		
SIGNATURE:	/James Won/		
DATE SIGNED:	08/10/2016		
Total Attachments: 5			
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SECOND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Supplement to Intellectual Property Security Agreement (this "Supplement") is made as of the 9th day of August, 2016 by OUTBRAIN INC., a Delaware corporation (the "Grantor") in favor of Silicon Valley Bank (the "Grantee").

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated November 20, 2014 and recorded with the Patent Division of the U.S. Patent and Trademark Office on November 21, 2014 at Reel 034315 and Frame 0093 and recorded with the Trademark Division of the U.S. Patent and Trademark Office on November 21, 2014 at Reel 5405 and Frame 0676 (as amended from time to time hereinafter, the "Existing Grant") in favor of the Grantee, pursuant to which the Grantor's pledged, assigned and granted a security interest in certain Intellectual Property Collateral (as defined therein);

WHEREAS, the Grantor executed and delivered a First Supplement to Intellectual Property Security Agreement dated January 27, 2016 and recorded with the Patent Division of the U.S. Patent and Trademark Office on February 1, 2016 at Reel 037662 and Frame 0655 (together with the Existing Grant, collectively the "Grant") in favor of the Grantee; and

WHEREAS, the Grantor has developed additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Exhibit B. Exhibit B to the Grant is hereby supplemented, but not replaced, by Schedule B-1 annexed hereto.
3. Supplement to Exhibit C. Exhibit C to the Grant is hereby supplemented, but not replaced, by Schedule C-1 annexed hereto.
4. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
 - b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

OUTBRAIN INC.

By: Benny G. Deibel
Name: Benny G. Deibel
Title: VP, Corporate Finance & Treasury

SILICON VALLEY BANK

By: _____
Name:
Title:

[Signature Page to Second Supplement to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

OUTBRAIN INC.

By: _____
Name:
Title:

SILICON VALLEY BANK

By: Claudia Carals
Name: Claudia Carals
Title: Director

[Signature Page to Second Supplement to Intellectual Property Security Agreement]

EXHIBIT B-1

Title	Application Number(s)	Filing Date	Patent Number(s)
Device Display or Portion Thereof with a Graphical User Interface	29/554,194	2/9/16	N/A
Interactive Content Recommendation Assistant	62/301,265	2/29/16	N/A
Mobile Device Screen or Portion Thereof with a Graphical User Interface	EU 001446025	2/19/16	EU 001-446025
Collaborative Filtering of Content Recommendations	15/077,186	3/22/16	N/A
Electronic Device Display Or Portion Thereof With A Graphical User Interface	EU 001447353-1	3/31/16	EU 001447353-1
Device Display Or Portion Thereof With A Graphical User Interface	EU 001447361	3/31/16	EU 001447361
Computer-Implemented Method and System for Assigning Yield and Revenue Values to Web Page Content in Real Time	PCT/US16/28228	4/19/16	N/A
Systems and Methods for Presenting Content	15/170,229	6/1/16	N/A
User Activity Measurement Relating to a Recommendation Source	15/221,032	7/27/16	N/A

EXHIBIT C-1

Mark	Filing Date	Serial No.	Registration No.
NO CANNES DO	May 20, 2016	87045380	Filed; Pending
YOU ARE WHAT YOU RECOMMEND*	June 2, 2015	86649618	Filed; Pending

* Also filed in Argentina, Australia, Brazil, Canada, China, Costa Rica, European Community, Hong Kong, India, Israel, Japan, Mexico, New Zealand, Singapore, So. Korea, South Africa

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