

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405393

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quantcast Corporation		10/25/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 300W		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5023555	Q	
<b>Registration Number:</b>	5023554	Q	
<b>Registration Number:</b>	5014043	Q	
<b>Registration Number:</b>	5014044	Q	
<b>Registration Number:</b>	5034790	SEARCH POWERED AUDIENCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>			
<b>Phone:</b>	2027395866		
<b>Email:</b>	felicia.gordon@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	058438.08.0496		
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon		
<b>SIGNATURE:</b>	/Felicia D. Gordon/		
<b>DATE SIGNED:</b>	11/14/2016		
<b>Total Attachments: 6</b>			

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**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), is dated as of October 25, 2016, and entered into by and between QUANTCAST CORPORATION ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Agent").

RECITALS

A. Grantor and Agent are parties to a Trademark Security Agreement dated April 21, 2015 (the "Agreement").

B. Grantor and Agent desire to modify and amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Recitals to Agreement. The recitals to the Agreement are hereby amended to read in their entirety as follows:

“WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of October 25, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Quantcast Corporation, a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, Wells Fargo as joint lead arranger, joint book runner, and syndication agent, and East West Bank as joint lead arranger, joint book runner, and documentation agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements and Wells Fargo Capital Finance (UK) Limited ("WFCF (UK)") is willing to continue to provide credit accommodations as provided for in the Irish Facility Agreement, but only upon the condition, among others, that the Grantors (and certain affiliates) shall have executed and delivered to Agent, for the benefit of WFCF (UK) under the Irish Facility and the Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement, dated as of October 25, 2016 (including all annexes, exhibits or

schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of WFCF (UK) under the Irish Facility, the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:”

2. Section 2 of the Agreement. The introductory clause of Section 2 of the Agreement is amended to read in its entirety as follows:

“2. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of WFCF (UK) under the Irish Facility, each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):”

3. Section 4 of the Agreement. The first sentence of Section 4 of the Agreement is amended to read in its entirety as follows:

“The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of WFCF (UK) under the Irish Facility, the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement.”

4. Amendment to Schedule 1 to the Agreement. Schedule 1 to the Agreement is hereby amended by adding the items described on Schedule 1 to this Amendment.

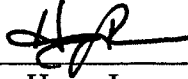
5. No Other Changes. Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect are hereby ratified and reaffirmed by Grantor.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION,**  
as Agent

By:  \_\_\_\_\_  
Print Name: Harry Joe  
Title: Authorized Signatory

**QUANTCAST CORPORATION,**  
as Grantor


By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

**WELLS FARGO BANK,  
NATIONAL ASSOCIATION,**  
as Agent

By: \_\_\_\_\_  
Print Name: Harry Joe  
Title: Authorized Signatory

**QUANTCAST CORPORATION,**  
as Grantor

By:   
Print Name: MICHAEL BLUM  
Title: DIRECTOR AND SECRETARY

Schedule 1

Trademark	Country	Class	Application Date	Application Number	Registration Date	Registration Number	Status
Q (and checkmark design)	United States	09; 35; 42	1-May-2015	86617654	16-Aug-2016	5023555	Registered
Q Logo	United States	09; 35; 42	1-May-2015	86617653	16-Aug-2016	5023554	Registered
Q QUANTIFIED (and checkmark design)	United States	09; 35; 42	1-May-2015	86617655			Allowed
Q	United States	35; 42	13-May-2015	86628421	2-Aug-2016	5014043	Registered
Q Logo (outline)	United States	35; 42	13-May-2015	86628431	2-Aug-2016	5014044	Registered
SEARCH POWERED AUDIENCES	United States	35	21-Sep-2015	86762898	6-Sep-2016	5034790	Registered
Q Logo	European Union	09; 35; 42	30-Oct-2015	014750798	23-Mar-2016	014750798	Registered
Q Logo	Norway	09; 35; 42	30-Oct-2015	201513558	16-Feb-2016	285852	Registered
Q Logo	South Africa	09	30-Oct-2015	201531244			Pending
Q Logo	South Africa	35	30-Oct-2015	201531245			Pending
Q Logo	South Africa	42	30-Oct-2015	201531246			Pending
Q Logo (outline)	Australia	09; 35; 42	30-Oct-2015	1731538	4-Apr-2016	1731538	Registered
Q Logo (outline)	Japan	09; 35; 42	30-Oct-2015	2015105609	8-Jul-2016	5864558	Registered
Q Logo (outline)	Mexico	09	30-Oct-2015	1675330	29-Jan-2016	1609191	Registered
Q Logo (outline)	Mexico	35	30-Oct-2015	1675331	11-Feb-2016	1612821	Registered
Q Logo (outline)	Mexico	42	30-Oct-2015	1675332	22-Jan-2016	1606504	Registered
Q Logo (outline)	New Zealand	09; 35; 42	30-Oct-2015	1030731			Pending
Q Logo	Israel	09; 35; 42	1-Nov-2015	279530			Pending

Trademark	Country	Class	Application Date	Application Number	Registration Date	Registration Number	Status
Q Logo	Canada	09; 35; 42	2-Nov-2015	1752932			Pending
Q Logo	Singapore	09; 35; 42	2-Nov-2015	40201519124 W			Pending
Q Logo (series)	Hong Kong	09; 35; 42	2-Nov-2015	303583125			Published
Q Logo (outline)	China	09	10-Nov-2015	18288386			Pending
Q Logo (outline)	China	35	10-Nov-2015	18288385			Pending
Q Logo (outline)	China	42	10-Nov-2015	18288384			Pending
Q Logo (outline)	Switzerland	09; 35; 42	11-Nov-2015	641402015	20-Apr-2016	686815	Registered
Q Logo (outline)	Russia	09; 35; 42	12-Nov-2015	2015736917			Pending
SEARCH POWERED AUDIENCES	Australia	09; 35; 42	18-Mar-2016	1759850	24-Aug-2016	1759850	Registered
SEARCH POWERED AUDIENCES	European Union	09; 35; 42	18-Mar-2016	015240229			Pending
SEARCH POWERED AUDIENCES	Canada	35; 42	21-Mar-2016	1773404			Pending