

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
---

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM407190

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
APPNEXUS INC.		11/30/2016	Corporation: DELAWARE
APPNEXUS RESOURCES INC.		11/30/2016	Corporation: DELAWARE
APPNEXUS YIELDEX LLC		11/30/2016	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank, as Administrative Agent
<b>Street Address:</b>	505 Fifth Avenue
<b>Internal Address:</b>	11th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4129047	ADNEXUS
<b>Registration Number:</b>	4825589	ADNXS
<b>Registration Number:</b>	4781984	ALENTY
<b>Registration Number:</b>	4825517	APPNEXUS
<b>Registration Number:</b>	4960131	APPNEXUS
<b>Registration Number:</b>	4825531	APPNEXUS
<b>Registration Number:</b>	4269448	APPNEXUS APP MARKETPLACE
<b>Registration Number:</b>	4262398	APPNEXUS APPS
<b>Registration Number:</b>	4284811	APPNEXUS CLOUD
<b>Registration Number:</b>	4159129	APPNEXUS CONSOLE
<b>Registration Number:</b>	4781986	APPNEXUS DEALS
<b>Registration Number:</b>	4781977	APPNEXUS MARKETPLACE
<b>Registration Number:</b>	4783332	APPNEXUS PACKAGES
<b>Registration Number:</b>	4994682	APPNEXUS PROGRAMMABLE BIDDER
<b>Registration Number:</b>	4781980	CONSOLE

OP \$940.00 4129047

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4868268	LIFE@APPNEXUS
Registration Number:	3904459	OAS
Registration Number:	2665025	OPEN ADSTREAM
Registration Number:	4700848	POWERING THE ADVERTISING THAT POWERS THE
Registration Number:	4781987	RAZZLE DAZZLE
Registration Number:	4704702	TWIXT
Registration Number:	4221862	YIELDEX
Registration Number:	4253080	YIELDEX
Serial Number:	86484962	APPNEXUS APP MARKET
Serial Number:	86584335	APPNEXUS CERTIFIED SUPPLY
Serial Number:	86928997	APPNEXUS DATA SCIENCE PLATFORM
Serial Number:	87136288	APPNEXUS DIRECT
Serial Number:	86577820	APPNEXUS IQ
Serial Number:	87133204	APPNEXUS PREBID
Serial Number:	87133218	APPNEXUS PREBID ENTERPRISE
Serial Number:	86800800	APPNEXUS PROGRAMMABLE DSP
Serial Number:	87136289	APPNEXUS TRADE & TRAIN
Serial Number:	86630675	APPNEXUS SPEND PROTECTION
Serial Number:	87136291	BANNERSTREAM
Serial Number:	87105175	PERISCOPE
Serial Number:	87136295	SIDESTREAM
Serial Number:	86903590	WE POWER THE ADVERTISING THAT POWERS THE

**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: 800-494-5225

Email: ipteam@nationalcorp.com

Correspondent Name: Stewart Walsh

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:	F166918
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	12/01/2016

Total Attachments: 6

source=Closing Copy - Trademark Security Agreement - AppNexus (2016)#page1.tif

source=Closing Copy - Trademark Security Agreement - AppNexus (2016)#page2.tif  
source=Closing Copy - Trademark Security Agreement - AppNexus (2016)#page3.tif  
source=Closing Copy - Trademark Security Agreement - AppNexus (2016)#page4.tif  
source=Closing Copy - Trademark Security Agreement - AppNexus (2016)#page5.tif  
source=Closing Copy - Trademark Security Agreement - AppNexus (2016)#page6.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of November 30, 2016, is entered into by and among **APPNEXUS INC.**, a Delaware corporation, **APPNEXUS RESOURCES INC.**, a Delaware corporation, and **APPNEXUS YIELDEX LLC**, a Delaware limited liability company (each, a “*Grantor*” and collectively, the “*Grantors*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of November 30, 2016 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”) by the Grantors and certain of the Grantors’ affiliates in favor of the Administrative Agent, and (ii) that certain Credit Agreement, dated as of November 30, 2016 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among, among others, AppNexus Inc., as borrower, 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, each 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, each 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 each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such 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 such 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 the foregoing, 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).

(b) Schedule A hereto contains a true and accurate list of all of the Grantors' 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

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, each Grantor authorizes the Assignee to modify this Agreement without obtaining any Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by any Grantor or to delete any reference to any right, title or interest in any Trademarks in which a Grantor no longer has or claims any right, title or interest. Each 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.

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: *[Signature]*

Name: *Kenneth M. Miller*

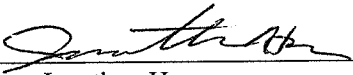
Title: *VP*

Address of Assignee:

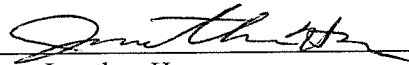
Silicon Valley Bank  
505 Fifth Avenue, 11<sup>th</sup> Floor  
New York, New York 10017

GRANTORS:

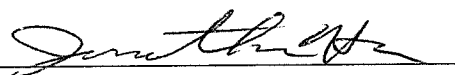
**APPNEXUS INC.**

By:   
Name: Jonathan Hsu  
Title: Chief Financial Officer

**APPNEXUS RESOURCES INC.**

By:   
Name: Jonathan Hsu  
Title: Chief Financial Officer



**APPNEXUS YIELDEX LLC**

By:   
Name: Jonathan Hsu  
Title: Chief Financial Officer

Address of Grantors:  
28 West 23<sup>rd</sup> Street, 4<sup>th</sup> -5<sup>th</sup> Floors  
New York, New York 10010

Schedule A to TRADEMARK SECURITY AGREEMENT

**SCHEDULE A**

<b>Grantor</b>	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Application Date</b>	<b>Registration Number</b>
AppNexus Inc.	AdNexus [word]	USA	Issued	04/17/12	4129047
AppNexus Inc.	Adnxs [word]	USA	Issued	10/06/15	4825589
AppNexus Inc.	ALENTY [word]	USA	Issued	07/28/15	4781984
AppNexus Inc.	 appnexus	USA	Issued	10/06/15	4825517
AppNexus Inc.	 AppNexus	USA	Issued	05/17/16	4960131
AppNexus Inc.	AppNexus [word]	USA	Issued	10/06/15	4825531
AppNexus Inc.	AppNexus App Market [word]	USA	Pending	12/18/14	86484962
AppNexus Inc.	AppNexus App Marketplace [word]	USA	Issued	01/01/13	4269448
AppNexus Inc.	AppNexus Apps [word]	USA	Issued	12/18/12	4262398
AppNexus Inc.	AppNexus Certified Supply [word]	USA	Pending	04/01/15	86584335
AppNexus Inc.	AppNexus Cloud [word]	USA	Issued	02/05/13	4284811
AppNexus Inc.	AppNexus Console [word]	USA	Issued	06/12/12	4159129
AppNexus Inc.	AppNexus Data Science Platform [word]	USA	Pending	03/04/16	86928997
AppNexus Inc.	AppNexus Deals [word]	USA	Issued	07/28/15	4781986
AppNexus Inc.	AppNexus Direct [word]	USA	Pending	08/12/16	87136288
AppNexus Inc.	AppNexus IQ [word]	USA	Pending	03/26/15	86577820
AppNexus Inc.	AppNexus Marketplace [word]	USA	Issued	07/28/15	4781977
AppNexus Inc.	AppNexus Packages [word]	USA	Issued	07/28/15	4783332
AppNexus Inc.	AppNexus Prebid [word]	USA	Pending	08/10/16	87133204
AppNexus Inc.	AppNexus Prebid Enterprise [word]	USA	Pending	8/10/16	87133218
AppNexus	AppNexus	USA	Issued	07/05/16	4994682



Grantor	Trademark	Country	Status	Application Date	Registration Number
Inc.	Programmable Bidder [word]				
AppNexus Inc.	AppNexus Programmable DSP [word]	USA	Pending	10/27/15	86800800
AppNexus Inc.	AppNexus Trade & Train [word]	USA	Pending	08/12/16	87136289
AppNexus Inc.	AppNexus Spend Protection [word]	USA	Pending	05/05/15	86630675
AppNexus Inc.	Bannerstream [word]	USA	Pending	08/12/16	87136291
AppNexus Inc.	Console [word]	USA	Issued	07/28/15	4781980
AppNexus Inc.	Life@ AppNexus [word]	USA	Issued	12/08/15	4868268
AppNexus Resources Inc.	OAS [word]	USA	Issued	01/11/11	3904459
AppNexus Resources Inc.	OPEN ADSTREAM [word]	USA	Issued	12/24/02	2665025
AppNexus Inc.	Periscope [word]	USA	Pending	07/15/16	87105175
AppNexus Inc.	Powering The Advertising That Powers The Internet [word]	USA	Issued	03/10/15	4700848
AppNexus Inc.	Razzle Dazzle [word]	USA	Issued	07/28/15	4781987
AppNexus Inc.	Sidestream [word]	USA	Pending	08/12/16	87136295
AppNexus Inc.	Twixt [word]	USA	Issued	03/17/15	4704702
AppNexus Inc.	We power the advertising that powers the Internet [word]	USA	Issued	09/20/16	86903590
AppNexus YieldEx LLC	YIELDEX [word]	USA	Issued	10/09/12	4221862
AppNexus YieldEx LLC	YIELDEX [word]	USA	Issued	12/04/12	4253080