

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416830

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RTB GLOBAL, INC.		02/17/2017	Corporation: CALIFORNIA
ABACUS DATA SYSTEMS, INC.		02/17/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
Internal Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4315612	CLOUD9 REAL TIME
Serial Number:	86562900	ELEVATE YOUR BUSINESS IN THE CLOUD
Serial Number:	87066146	ABACUSLAW
Serial Number:	87065992	ABACUS PRIVATE CLOUD
Serial Number:	87033443	A
Serial Number:	87084533	ABACUSNEXT
Serial Number:	87240732	COMPLIANCE SECURE
Serial Number:	87240684	COMPLIANCE CERTIFIED
Serial Number:	87240614	ABACUS PAYMENT EXCHANGE
Serial Number:	87197815	CLOUD SECURE
Serial Number:	87031836	ABACUS DATA SYSTEMS
Serial Number:	87033411	ABACUS

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

OP \$315.00 4315612

Phone: 215-569-5619
Email: PECSENYE@BLANKROME.COM
Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-15111
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	02/21/2017

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 17th day of February, 2017, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually, a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of December 23, 2015, as amended by that certain First Amendment to Revolving Credit, Term Loan and Security Agreement, dated May 12, 2016 and that certain Second Amendment to Revolving Credit, Term Loan and Security Agreement and Waiver, dated as of February 17, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among ADS INTERMEDIATE, INC., a Delaware corporation, ABACUS DATA SYSTEMS, INC., a California corporation ("Abacus"), ADSH-2S, INC., a Delaware corporation ("CloudnineAcquireCo"), RTB GLOBAL, INC., a California corporation d/b/a Cloudnine ("Cloudnine", together with Abacus and CloudnineAcquireCo, collectively, the "Borrowers" and each individually a "Borrower"), such other Persons as may hereafter become Borrowers thereto, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names and mask works (collectively, "Trademarks"), including those referred to on Schedule I hereto;

(b) all proceeds of the foregoing;

provided, however, Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, upon the occurrence and during the continuation of an Event of Default, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. Choice of Law. This Intellectual Property Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

RTB GLOBAL, INC.

By: 

Name: Alessandra Lezama

Title: President and Chief Executive Officer

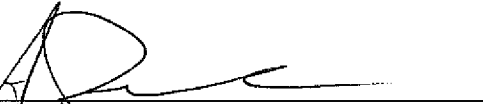
ABACUS DATA SYSTEMS, INC.

By: _____
Name: Alessandra Lezama
Title: Chief Executive Officer

A handwritten signature in black ink, appearing to read 'ALESSANDRA LEZAMA', is written over a horizontal dotted line. The signature is stylized and extends upwards and to the right.

Accepted and agreed to
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Andrew Doane
Title: Authorized Signatory

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005993 FRAME: 0150

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Country	Mark	Application / Registration Number	Application/ Registration Date	Serial Number	Status
RTB GLOBAL, INC.	U.S.	CLOUD9 REAL TIME	85486361 /4315612	December 2, 2011 /April 9, 2013	85486361	Registered
RTB GLOBAL, INC.	U.S.	ELEVATE YOUR BUSINESS IN THE CLOUD	86562900 / N.A.	April 13, 2015 / N.A.	N.A.	Abandoned
Abacus Data Systems	U.S.	AbacusLaw	87066146/ N.A.	June 9, 2016/ N.A.	87066146	N/A
Abacus Data Systems	U.S.	Abacus Private Cloud	87065992/ N/A	June 9, 2016/ N.A.	87065992	N/A
Abacus Data Systems	U.S.	A (word mark)	87033443 / N.A.	May 11, 2016/ N.A.	87033443	N/A
Abacus Data Systems	U.S.	AbacusNext	87084533 / N.A.	June 27, 2016 / N.A.	87084533	N/A
Abacus Data Systems	U.S.	Compliance Secure	87240732/ N/A	November 17, 2016 / N.A.	87240732	N/A
Abacus Data Systems	U.S.	Compliance Certified	87240684/ N/A	November 17, 2016 / N.A.	87240684	N/A
Abacus Data Systems	U.S.	Abacus Payment Exchange	87240614 / N/A	November 17, 2016 / N.A.	87240614	N/A
Abacus Data Systems	U.S.	Cloud Secure	87197815/ N/A	October 10, 2016 / N.A.	87197815	N/A
Abacus Data Systems	U.S.	Abacus Data Systems	87031836/ N/A	May 10, 2016 / N.A.	87031836	N/A
Abacus Data Systems	U.S.	Abacus	87033411/ N/A	May 11, 2016 / N.A.	87033411	N/A