

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDIAMATH, INC.		05/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA, As Collateral Agent		
<b>Street Address:</b>	6011 Connection Drive		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5115706	STRENGTH IN NUMBERS	
<b>Registration Number:</b>	5114896	CONNECTEDID	
<b>Registration Number:</b>	5078952	T1	
<b>Registration Number:</b>	4768814	PERFORMANCE REIMAGINED. MARKETING REENGI	
<b>Registration Number:</b>	5032489	PROGRAMMATICFIRST	
<b>Registration Number:</b>	4550852	TERMINALONE MARKETING OS	
<b>Registration Number:</b>	4550851	TERMINALONE MARKETING OPERATING SYSTEM	
<b>Registration Number:</b>	4655134	T1	
<b>Registration Number:</b>	4746001	ADROIT DIGITAL	
<b>Registration Number:</b>	4284835	TAP.ME	
<b>Registration Number:</b>	4015716	ICOMPLISHMENTS	
<b>Registration Number:</b>	4015715	ICOMPLISHMENTS	
<b>Registration Number:</b>	4088536	TAP ME	
<b>Registration Number:</b>	3848919	CPX ADROIT	
<b>Registration Number:</b>	3898682	MATHTAG	
<b>Registration Number:</b>	3810224	TERMINALONE	
<b>Registration Number:</b>	3898681	MEDIAMATH	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 5115706

**Fax Number:** 3128637806

***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:** 312-863-7198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy Brougher, Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe Street, Suite 3300

**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6262.033
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<b>NAME OF SUBMITTER:</b>	Nancy Brougher
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<b>SIGNATURE:</b>	/njb/
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<b>DATE SIGNED:</b>	05/31/2017
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**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 31, 2017, by and between MEDIAMATH, INC., a Delaware corporation ("Grantor"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for the Secured Parties ("Collateral Agent").

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof, by and among Grantor, certain subsidiaries of Grantor party thereto, the lenders party thereto from time to time (the "Lenders"), Goldman Sachs Bank USA, as Administrative Agent and Santander Bank, N.A., as Revolver Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make extensions of credit and other financial accommodations to the Grantor;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of the date hereof, by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens (as such term is defined in the Credit Agreement)) in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement (collectively, the "Trademark Collateral").

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security

Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

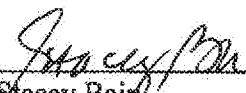
4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature pages follow]

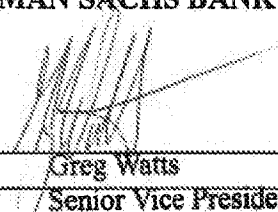
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDIAMATH, INC., as Grantor

By:   
Name: Stacey Bain  
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS BANK USA**, as Collateral  
Agent

By:   
Name: Greg Watts  
Title: Senior Vice President

# SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

## Registered Trademarks

### United States Trademarks

Owner	Trademark	Country	Registration/ Application Number
MEDIAMATH, INC.	STRENGTH IN NUMBERS	US	5115706
MEDIAMATH, INC.	CONNECTEDID	US	5114896
MEDIAMATH, INC.	T1	US	5078952
MEDIAMATH, INC.	PERFORMANCE REIMAGINED. MARKETING REENGINEERED.	US	4768814
MEDIAMATH, INC.	PROGRAMMATICFIRST	US	5032489
MEDIAMATH, INC.	TERMINALONE MARKETING OS	US	4550852
MEDIAMATH, INC.	TERMINALONE MARKETING OPERATING SYSTEM	US	4550851
MEDIAMATH, INC.	T1	US	4655134
MEDIAMATH, INC.	ADROIT DIGITAL	US	4746001
MEDIAMATH, INC.	TAP.ME	US	4284835
MEDIAMATH, INC.	ICOMPLISHMENTS	US	4015716
MEDIAMATH, INC.	ICOMPLISHMENTS	US	4015715
MEDIAMATH, INC.	TAP ME	US	4088536
MEDIAMATH, INC.	CPX ADROIT	US	3848919
MEDIAMATH, INC.	MATHTAG	US	3898682
MEDIAMATH, INC.	TERMINALONE	US	3810224
MEDIAMATH, INC.	MEDIAMATH	US	3898681