

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (Reel/Frame 4590/0757)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		05/31/2017	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MEDIAMATH, INC.		
Street Address:	4 World Trade Center		
Internal Address:	150 Greenwich Street, 45th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77899270	ADROIT	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	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		
ATTORNEY DOCKET NUMBER:	6262.033		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	06/01/2017		
Total Attachments: 4			
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OP \$40.00 77899270

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "*Termination and Release*") is granted as of May 31, 2017 by **SILICON VALLEY BANK** (the "*Bank*"), in favor of **MEDIAMATH, INC.**, a Delaware corporation ("*Grantor*").

WHEREAS, the Grantor executed and delivered an Amended and Restated Intellectual Property Security Agreement, dated as of December 14, 2009 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Agreement*"), granting the Bank a security interest in and lien on certain trademarks and trademark applications described therein, which was recorded with the Assignment Division of the United States Patent and Trademark Office ("*USPTO*") on July 26, 2011, at Reel 4590, Frame 0704;

WHEREAS, the Grantor executed and delivered a First Amendment to Amended and Restated Intellectual Property Security Agreement effective as of June 14, 2010 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*First Amendment*"), granting the Bank a security interest in and lien on certain trademarks and trademark applications described therein, which was recorded with the USPTO on July 26, 2011, at Reel 4590, Frame 0757;

WHEREAS, the Grantor executed and delivered a Second Amendment to Amended and Restated Intellectual Property Security Agreement effective as of July 15, 2011 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Second Amendment*"), granting the Bank a security interest in and lien on certain trademarks and trademark applications described therein, which was recorded with the USPTO on July 26, 2011, at Reel 4590, Frame 0818;

WHEREAS, the Grantor executed and delivered a Supplement to Amended and Restated Intellectual Property Security Agreement dated as of September 23, 2013 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Supplement*", together with the Agreement, First Amendment and Second Amendment, collectively, the "*Grant*"), granting the Bank a security interest in and lien on certain trademarks and trademark applications described therein, which was recorded with the USPTO on September 24, 2013, at Reel 5122, Frame 0593;

WHEREAS, Grantor has requested that Bank hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor's in, to and under all of the trademarks and trademark applications described in the Grant (collectively, the "*Trademarks*") as herein provided; and

WHEREAS, Grantor has requested that the Bank provide a document suitable for recording in the USPTO to evidence the release of the Administrative Agent's security interests in and liens on the Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby:

1. terminates the Grant and releases, terminates and discharges all liens and security interests in each Grantor's right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those Trademarks identified in Schedule I hereto; and
2. authorizes and requests that this Termination and Release be recorded at the USPTO.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK

By: *Michael Novell*
Name: *Michael Novell*
Title: *Managing Director*

[Signature Page to Termination and Release of Security Interest in Trademarks]

SCHEDULE I
TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

1	Serial # : <u>77864550</u> Mark: MEDIAMATH	Filing Dt: 11/04/2009	Reg # : <u>3898681</u>	Reg. Dt: 01/04/2011
2	Serial # : <u>77864636</u> Mark: TERMINALONE	Filing Dt: 11/04/2009	Reg # : <u>3810224</u>	Reg. Dt: 06/29/2010
3	Serial # : <u>77864712</u> Mark: MATHTAG	Filing Dt: 11/04/2009	Reg # : <u>3898682</u>	Reg. Dt: 01/04/2011
4	Serial # : <u>77864724</u> Mark: DEM	Filing Dt: 11/04/2009	Reg # : NONE	Reg. Dt:
5	Serial # : <u>77864734</u> Mark: ILB	Filing Dt: 11/04/2009	Reg # : NONE	Reg. Dt:
6	Serial # : <u>77864741</u> Mark: MATHBRAIN	Filing Dt: 11/04/2009	Reg # : NONE	Reg. Dt:
7	Serial # : <u>77864748</u> Mark: MATHBRIDGE	Filing Dt: 11/04/2009	Reg # : NONE	Reg. Dt:
8	Serial # : <u>77864755</u> Mark: MATHSERVE	Filing Dt: 11/04/2009	Reg # : NONE	Reg. Dt:
9	Serial # : <u>77899270</u> Mark: ADROIT	Filing Dt: 12/22/2009	Reg # : NONE	Reg. Dt:
10	Serial # : <u>77864550</u> Mark: MEDIAMATH	Filing Dt: 11/04/2009	Reg # : <u>3898681</u>	Reg. Dt: 01/04/2011
11	Serial # : <u>77864636</u> Mark: TERMINALONE	Filing Dt: 11/04/2009	Reg # : <u>3810224</u>	Reg. Dt: 06/29/2010
12	Serial # : <u>77864712</u> Mark: MATHTAG	Filing Dt: 11/04/2009	Reg # : <u>3898682</u>	Reg. Dt: 01/04/2011
13	Serial # : <u>77864755</u> Mark: MATHSERVE	Filing Dt: 11/04/2009	Reg # : NONE	Reg. Dt:
14	Serial # : <u>85010245</u> Mark: TAP ME	Filing Dt: 04/09/2010	Reg # : <u>4088536</u>	Reg. Dt: 01/17/2012
15	Serial # : <u>85227507</u> Mark: ICOMPLISHMENTS	Filing Dt: 01/27/2011	Reg # : <u>4015715</u>	Reg. Dt: 08/23/2011
16	Serial # : <u>85227517</u> Mark: ICOMPLISHMENTS	Filing Dt: 01/27/2011	Reg # : <u>4015716</u>	Reg. Dt: 08/23/2011
17	Serial # : <u>85478220</u> Mark: TAP.ME	Filing Dt: 11/21/2011	Reg # : <u>4284835</u>	Reg. Dt: 02/05/2013