

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443365

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Comerica Bank		09/06/2017	Banking Association: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rocket Fuel Inc.		
<b>Street Address:</b>	2000 Seaport Blvd.		
<b>City:</b>	Redwood City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94063		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4334659	MOMENTS OF INFLUENCE	
<b>Registration Number:</b>	4344067	ADVERTISING THAT LEARNS	
<b>Registration Number:</b>	4236217	AUDIENCE ACCELERATOR	
<b>Registration Number:</b>	4042162	ROCKET FUEL CONNECT	
<b>Registration Number:</b>	4034976	CAMPAIGNS RUN BETTER ON ROCKET FUEL.	
<b>Registration Number:</b>	3997440	WE'RE BRINGING ROCKET SCIENCE TO DIGITAL	
<b>Registration Number:</b>	3993878	ROCKETFUEL	
<b>Registration Number:</b>	4001908	TRUELIFT	
<b>Registration Number:</b>	3993064	SOCIAL BOOSTER	
<b>Registration Number:</b>	3993070	SEARCH BOOSTER	
<b>Registration Number:</b>	3993067	AUDIENCE BOOSTER	
<b>Registration Number:</b>	3993075	HOLIDAY SHOPPING BOOSTER	
<b>Registration Number:</b>	3993088	FASHION BOOSTER	
<b>Registration Number:</b>	3993069	RETARGETING BOOSTER	
<b>Registration Number:</b>	3993090	HOTEL CASINO BOOSTER	
<b>Registration Number:</b>	3985363	INSIGHTS BOOSTER	
<b>Registration Number:</b>	3993071	VIDEO BOOSTER	
<b>Registration Number:</b>	3993076	AUTO BOOSTER	
<b>Registration Number:</b>	3952678	DR BOOSTER	

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Property Type	Number	Word Mark
Registration Number:	3952676	DIRECT RESPONSE BOOSTER
Registration Number:	3648573	ROCKET FUEL
Serial Number:	85907854	SAFE PIXEL
Serial Number:	86345030	MISSION CONTROL
Serial Number:	86334125	POSITIVECLICK
Serial Number:	86242797	ROCKET FUEL
Serial Number:	86255188	ROCKETFUEL ARTIFICIAL INTELLIGENCE. REAL
Registration Number:	3993073	MOBILE BOOSTER

**CORRESPONDENCE DATA**

Fax Number: 2125935955

*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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 014951-1728

**NAME OF SUBMITTER:** Scott Kareff (014951-1728)

**SIGNATURE:** /kc for sk/

**DATE SIGNED:** 09/15/2017

**Total Attachments: 4**

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## **RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

**THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this "Release") is made as of September 6, 2017 ("Effective Date") by COMERICA BANK, as administrative agent for the Lenders (in such capacity, the "Agent"), in favor of ROCKET FUEL INC., a Delaware corporation (the "Debtor"). All terms not herein defined, have the meanings set forth in the Second Amended and Restated Revolving Credit and Term Loan Agreement referenced below.

**WHEREAS**, Debtor and Agent are parties to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 31, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") executed in order to secure the prompt and complete payment, observance and performance of all of the obligations in accordance with the terms and conditions of the various loan documents;

**WHEREAS**, pursuant to that certain Security Agreement dated as of December 20, 2013 (as amended, restated or otherwise modified from time to time, including pursuant to (i) that certain First Amendment to Security Agreement dated as of December 31, 2014, which was recorded at the United States Patent and Trademark Office ("USPTO") on January 8, 2015 at Reel/Frame 5436/0374 as to trademarks, and at Reel/Frame 34742/0323 as to patents, (ii) that certain Intellectual Property Security Agreement dated as of December 20, 2013, which was recorded at the USPTO on January 22, 2014 at Reel/Frame 5197/0862 with respect to trademarks, and 032102/0296 with respect to patents, (iii) that certain Intellectual Property Security Agreement dated as of April 9, 2010, which was recorded at the USPTO on February 28, 2013 at Reel/Frame 4972/0666 with respect to trademarks, and at Reel/Frame 029901/0545 with respect to patents and (iv) that certain Intellectual Property Security Agreement dated as of April 9, 2010, which was recorded at the United States Patent and Trademark Office on April 19, 2010 at Reel/Frame 4188/0484 with respect to trademarks, the "Security Agreement"), Debtor mortgaged, pledged and hypothecated to Agent and granted to Agent, among other collateral as set forth therein, a security interest in all of the Trademark Collateral, including with respect to the United States trademarks registrations and applications listed on the attached Schedule A, and the Patent Collateral, including with respect to the United States patents and applications listed on the attached Schedule B (collectively, the "Intellectual Property");

**WHEREAS**, pursuant to the Security Agreement, Debtor executed and delivered an Agreement (Trademark) ("Trademark Agreement") and an Agreement (Patent) ("Patent Agreement," and together with Trademark Agreement, the "Agreements") dated as of December 20, 2013 to Secured Party for purpose of filing with the USPTO;

**WHEREAS**, the Trademark Agreement was recorded at the USPTO on January 22, 2014 at Reel/Frame 5197/0862, and the Patent Agreement was recorded at the USPTO on January 22, 2014 at Reel/Frame 032102/0296; and

**WHEREAS**, Agent wishes to release its security interest in the Intellectual Property and terminate the Agreements.

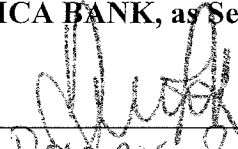
**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Agreements, releases and discharges any security interest in the Intellectual Property, and assigns, transfers, and conveys to Debtor any and all right, title or interest in, or to, the Intellectual Property, if any, that Agent may hold.

Agent agrees, at Debtor's expense, to take all further actions, and provide to Debtor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Trademark Agreement or Patent Agreement, as applicable.

**IN WITNESS WHEREOF**, Agent has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

**COMERICA BANK, as Secured Party**

By:   
Name: Dominus Rapaxit  
Title: SWP

**SCHEDULE A**

Trademarks

<b>Mark</b>	<b>Registration Date</b>	<b>Registration #</b>
MOMENTS OF INFLUENCE	05/14/2013	4334659
ADVERTISING THAT LEARNS	05/28/2013	4344067
AUDIENCE ACCELERATOR	11/06/2012	4236217
ROCKET FUEL CONNECT	10/18/2011	4042162
CAMPAIGNS RUN BETTER ON ROCKET FUEL.	10/04/2011	4034976
WE'RE BRINGING ROCKET SCIENCE TO DIGITAL ADVERTISING.	07/19/2011	3997440
ROCKETFUEL	07/12/2011	3993878
TRUELIFT	07/26/2011	4001908
SOCIAL BOOSTER	07/12/2011	3993064
SEARCH BOOSTER	07/12/2011	3993070
AUDIENCE BOOSTER	07/12/2011	3993067
HOLIDAY SHOPPING BOOSTER	07/12/2011	3993075
FASHION BOOSTER	07/12/2011	3993088
RETARGETING BOOSTER	07/12/2011	3993069
HOTEL CASINO BOOSTER	07/12/2011	3993090
INSIGHTS BOOSTER	06/28/2011	3985363
MOBILE BOOSTER	07/12/2011	3993073
VIDEO BOOSTER	07/12/2011	3993071
AUTO BOOSTER	07/12/2011	3993076
DR BOOSTER	04/26/2011	3952678
DIRECT RESPONSE BOOSTER	04/26/2011	3952676
ROCKET FUEL	06/30/2009	3648573

**Trademark Applications:**

<b>Mark</b>	<b>Filing Date</b>	<b>Serial #</b>
SAFE PIXEL	04/18/2013	85907854
MISSION CONTROL	07/22/2014	86345030
POSITIVECLICK	7/10/2014	86334125
ROCKET FUEL	4/4/2014	86242797
ROCKETFUEL ARTIFICIAL INTELLIGENCE. REAL RESULTS.	4/17/2014	86255188

**SCHEDULE B**

Patents

None.

Patent Applications:

<b>Title</b>	<b>Application/ Patent #</b>	<b>Filing Date</b>
SYSTEM AND METHOD FOR REAL-TIME ADVERTISING CAMPAIGN ADAPTATION	13/269,223	10/07/2011
Inter-campaign advertising management	14006076	10/10/13
Measuring effect of impressions on social media networks	14006090	10/3/13