

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Propel Media, Inc.		05/30/2018	Corporation: DELAWARE
Propel Media LLC		05/30/2018	Limited Liability Company: CALIFORNIA
Appenity LLC		05/30/2018	Limited Liability Company: CALIFORNIA
Kitara Media, LLC		05/30/2018	Limited Liability Company: DELAWARE
DeepIntent, Inc.		05/30/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MGG California LLC, as collateral agent
Street Address:	One Penn Plaza
Internal Address:	Suite 5320
City:	New York
State/Country:	NEW YORK
Postal Code:	10119
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	5233343	PROPEL MEDIA
Registration Number:	5200933	PROPEL MEDIA
Serial Number:	86827844	PROPEL MEDIA
Serial Number:	87057216	DEEPINTENT
Registration Number:	3791877	KITARA MEDIA
Registration Number:	4332478	GRUMPYGOATS
Registration Number:	4332479	GRUMPY GOATS
Registration Number:	3358786	ILLUMISTREAM
Registration Number:	4128671	GAMENUTT
Registration Number:	4433143	INSTALL CONNECT
Registration Number:	3744221	PROPEL MEDIA
Registration Number:	4296090	LIVINGPLAY

CH \$715.00 5233343

Property Type	Number	Word Mark
Registration Number:	5018502	PROPEL MEDIA
Registration Number:	5334872	PROPEL MEDIA
Registration Number:	4315681	ARCADEWEB
Registration Number:	4296091	LIVINGPLAY
Registration Number:	3560478	FUTURE ADS
Registration Number:	4254644	SOCIALRIVAL
Serial Number:	77484077	FUTURE ADS
Serial Number:	77484102	FUTURE ADS
Serial Number:	77484135	FUTURE ADS
Registration Number:	4339117	ARCADEWEB
Registration Number:	5212736	SIDEVIRAL
Serial Number:	87223702	DO DIGITAL DIFFERENTLY
Registration Number:	4168946	EPICPLAY
Registration Number:	4289587	EPICPLAY
Registration Number:	3365189	TRAFFICVANCE
Registration Number:	3456540	GAMEVANCE

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:	050319-0068
NAME OF SUBMITTER:	Scott Kareff (050319-0068)
SIGNATURE:	/kc for sk/
DATE SIGNED:	05/31/2018

Total Attachments: 9
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GRANT OF A SECURITY INTEREST - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 30, 2018, by each of the undersigned Grantors ("Grantors"), in favor of MGG California LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 30, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

PROPEL MEDIA, INC.

By: Marv Tseu
Name: Marv Tseu
Title: CEO

PROPEL MEDIA LLC

By: Marv Tseu
Name: Marv Tseu
Title: CEO

APPENITY LLC

By: Marv Tseu
Name: Marv Tseu
Title: CEO

KITARA MEDIA, LLC

By: Marv Tseu
Name: Marv Tseu
Title: CEO

DEEPINTENT, INC.

By: _____
Name: Christopher Paquette
Title: CEO

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On July 14, 2018 before me, Judi Lowenthal, Notary Public
(Here insert name and title of the officer)

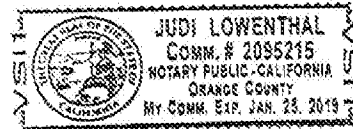
personally appeared THARU TSEU
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

TRADITION SEARCH
 (Title or description of attached document)

SEARCH
 (Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

 (Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /see) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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

PROPEL MEDIA, INC.

By: _____
Name: Marv Tseu
Title: CEO

PROPEL MEDIA LLC

By: _____
Name: Marv Tseu
Title: CEO

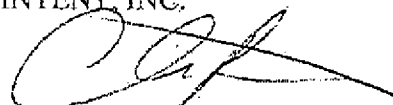
APPENITY LLC

By: _____
Name: Marv Tseu
Title: CEO

KITARA MEDIA, LLC

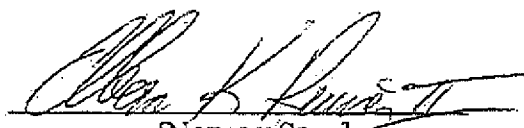
By: _____
Name: Marv Tseu
Title: CEO

DEEPINTENT INC.

By:  _____
Name: Christopher Paquette
Title: CEO

STATE OF New York
COUNTY OF New York ss.:

On this 24 day of May, 2018, before me personally came Christopher Paquette to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO of Deep Intent, Inc., a Delaware, and that s/he executed the foregoing instrument in the firm name of Deep Intent, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.


[NOTARY SEAL]

ELBAN K RIVERA II
Notary Public - State of New York
NO. 01R16333134
Qualified in Orange County
My Commission Expires Nov 16, 2019

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Propel Media, Inc.	U.S.	Propel Media	5,233,343	11/17/2015	06/27/2017
	U.S.	Propel Media Logo (Black And White)	5,200,933	12/11/2015	05/09/2017
	U.S.	Propel Media Logo (Purple Pointer)	86827844	11/20/2015	N/A
DeepIntent, Inc.	US	DeepIntent	87057216	June 1, 2016	N/A
Kitara Media, LLC	U.S.	Kitara Media Design	3791877	07/08/2008	05/25/2010
	U.S.	GrumpyGoats	4332478	08/08/2011	05/07/2013
	U.S.	Grumpy Goats Design	4332479	08/08/2011	05/07/2013
	U.S.	Illumistream	3358786	03/28/2007	12/25/2007
	U.S.	Gamenutt	4128671	8/17/2011	04/17/2012
Appenity LLC	U.S.	Install Connect	4,433,143	01/20/2012	11/12/2013
Propel Media LLC	U.S.	Propel Media	3744221	06/16/2009	02/02/2010
	Australia - (AU)	ArcadeWeb Design	1415349	03/21/2011	03/21/2011
	Australia - (AU)	ArcadeWeb	1419534	04/12/2011	04/12/2011
	Australia - (AU)	Future Ads	1417968	04/04/2011	04/04/2011
	Australia - (AU)	Propel Media	1769902	05/11/2016	11/17/2015
	Australia - (AU)	Propel Media Logo (Black And White)	1770631	05/13/2016	12/11/2015
	Australia - (AU)	Do Digital Differently	1834888	03/29/2017	08/02/2017
	Canada - (CA)	Propel Media Logo	1,784,368	5/27/2016	N/A
	Canada - (CA)	PlaySushi	TMA833,027	03/25/2011	09/27/2012
	Canada - (CA)	ArcadeWeb	TMA832,253	04/12/2011	09/18/2012
	Canada - (CA)	Future Ads	TMA838,827	04/04/2011	12/20/2012
	Canada - (CA)	Propel Media	TMA980,299	11/04/2014	09/11/2017

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
	European Union Community Trademark - (CTM)	Propel Media	13432273	11/05/2014	03/31/2015
	European Union Community Trademark - (CTM)	Propel Media	15424963	05/12/2016	10/14/2016
	European Union Community Trademark - (CTM)	Propel Media Logo (Black And White)	15442941	05/16/2016	10/14/2016
	European Union Community Trademark - (CTM)	Do Digital Differently	16528408	03/31/2017	08/29/2017
	European Union Community Trademark - (CTM)	Propel Media Logo (Green and Black)	16451809	03/10/2017	09/07/2017
	European Union Community Trademark - (CTM)	Propel Media Logo (Black And White)	17069667	08/04/2017	12/18/2017
	Great Britain - (GB)	ArcadeWeb	2578167	04/12/2011	04/12/2011
	Great Britain - (GB)	ArcadeWeb Design	2575828	03/21/2011	03/21/2011
	Great Britain - (GB)	Future Ads	2577160	04/04/2011	04/04/2011
	Madrid Protocol - Granted in Australia, United Kingdom	PlaySushi	1072389	03/22/2011	3/22/2011

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
	Madrid Protocol - Granted in Australia, United Kingdom	Future Ads	1074633	04/03/2011	04/03/2011
	U.S.	LivingPlay	4,296,090	03/23/2011	02/26/2013
	U.S.	Propel Media	5018502	11/04/2014	08/09/2016
	U.S.	Propel Media Logo (Black And White)	5,334,872	04/14/2017	11/14/2017
	U.S.	ArcadeWeb	4,315,681	01/27/2012	04/09/2013
	U.S.	LivingPlay and Design	4,296,091	03/23/2011	02/26/2013
	U.S.	Future Ads	3,560,478	05/27/2008	01/13/2009
	U.S.	SocialRival	4,254,644	04/12/2011	12/04/2012
	U.S.	Future Ads	77/484,077	05/27/2008	N/A
	U.S.	Future Ads	77/484,102	05/27/2008	N/A
	U.S.	Future Ads	77/484,135	05/27/2008	N/A
	U.S.	ArcadeWeb Design	4,339,117	09/21/2010	05/21/2013
	U.S.	SideViral	5,212,736	09/23/2016	05/30/2017
	U.S.	Do Digital Differently	87223702	11/02/2016	N/A
	U.S.	EpicPlay	4,168,946	03/25/2011	07/03/2012
	U.S.	EpicPlay and Design	4,289,587	03/25/2011	02/12/2013
	U.S.	Trafficvance	3,365,189	04/27/2007	01/08/2008
	U.S.	Gamevance	3,465,540	04/27/2007	07/01/2008
	Canada - (CA)	Gamevance	TMA833,136	04/18/2011	09/27/2012
	Canada - (CA)	Trafficvance	TMA832,249	04/20/2011	09/18/2012
	Madrid Protocol - Granted in Australia, United Kingdom	Trafficvance	1080385	04/18/2011	04/18/2011
	Madrid Protocol - Granted in Australia, United Kingdom	Gamevance	1080856	04/18/2011	04/18/2011

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
	Madrid Protocol - Granted in Australia, United Kingdom	Resultlinks	1080386	04/18/2011	04/18/2011

DOC ID - 28102225.2

Exh. B-9

RECORDED: 05/31/2018

**TRADEMARK
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