

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADROLL, INC.		05/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4025846	ADROLL	
Registration Number:	4587362	ADROLL	
Registration Number:	4966101	BIDIQ	
Registration Number:	4823990	FIRSTPARTY	
Registration Number:	5106197	INTENTMAP	
Registration Number:	4421461		
Registration Number:	5481400	ROLLWORKS	
Registration Number:	5582398		
Registration Number:	5582399		
Registration Number:	5018686	SENDROLL	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		

CH \$265.00 4025846

ATTORNEY DOCKET NUMBER:	305866-1045
NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	05/31/2019

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of May 31, 2019, by and between HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and ADROLL, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor and certain other borrowers from time to time party to the Loan Agreement (as defined below) in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (each, a "Lender", and collectively, "Lenders"), Agent, Grantor and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent (for the benefit of Lenders) of the security interest in certain Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

1. To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent for the benefit of Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto). Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include: (a) intent-to-use trademarks; and/or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

2. This security interest is granted in conjunction with the security interest granted to Agent for the benefit of Lenders under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

3. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, in each case, subject to prior written notice by Agent to Grantor.

4. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

2300 Harrison Street
2nd Floor
San Francisco, CA 94110
Attention: Peter Krivkovich

GRANTOR:

ADROLL, INC.

By:  _____

Name: Peter Krivkovich

Title: CFO/COO

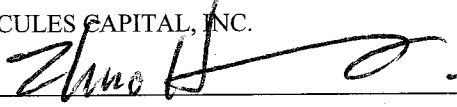
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer

AGENT:

HERCULES CAPITAL, INC.

By:  _____

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A
COPYRIGHTS

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Retargeting Playbook.	TX0007889723	4/21/2014

EXHIBIT B
PATENTS

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
SYSTEM, DEVICES AND METHODS FOR IDENTIFYING MOBILE DEVICES AND OTHER COMPUTER DEVICES	16/101279	8/10/2018
SYSTEM, DEVICES AND METHODS FOR IDENTIFYING MOBILE DEVICES AND OTHER COMPUTER DEVICES	62/198943	11/23/2018
SYSTEM, DEVICES AND METHODS FOR IDENTIFYING MOBILE DEVICES AND OTHER COMPUTER DEVICES	62/543702	8/10/2017
SYSTEM, DEVICES AND METHODS FOR IDENTIFYING MOBILE DEVICES AND OTHER COMPUTER DEVICES	62/590078	11/22/2017
IDENTIFICATION SERVICES FOR INTERNET-ENABLED DEVICES	62/614097	1/5/2018

EXHIBIT C
TRADEMARKS

Trademark	Country	Application Number Application Date	Registration Number Registration Date	Status
ADROLL	United States of America	85242501 2/15/2011	4025846 9/13/2011	Registered
ADROLL	United States of America	86035786 8/12/2013	4587362 8/19/2014	Registered
BIDIQ	United States of America	86592105 4/9/2015	4966101 5/24/2016	Registered
FIRSTPARTY	United States of America	86976917 8/28/2013	4823990 9/29/2015	Registered
INTENTMAP	United States of America	86768031 9/24/2015	5106197 12/20/2016	Registered
Roll Design	United States of America	85875413 3/13/2013	4421461 10/22/2013	Registered
ROLLWORKS	United States of America	86708328 7/29/2015	5481400 5/29/2018	Registered
Rollworks Logo (Black & White)	United States of America	87811669 2/26/2018	5582398 10/9/2018	Registered
Rollworks Logo (Color)	United States of America	87811675 2/26/2018	5582399 10/9/2018	Registered
SENDROLL	United States of America	86596829 4/14/2015	5018686 8/9/2016	Registered