

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526831

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:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
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:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		

CH \$265.00 4025846

ATTORNEY DOCKET NUMBER:	220763.001737
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	06/06/2019

Total Attachments: 8

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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 SILICON VALLEY BANK (“**Bank**”) and ADROLL, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank agreed to make certain advances of money and to extend certain financial accommodation to Grantor and certain other borrowers from time to time party to the Loan Agreement (as defined below) (the “**Loans**”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of June 30, 2015 (as amended from time to time prior to the date hereof, the “**Prior Loan Agreement**”).

B. Concurrently herewith, Bank and Borrower are amending and restating the Prior Loan Agreement pursuant to that certain Third Amended and Restated Loan and Security Agreement (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to enter into the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the above, “Intellectual Property Collateral” shall not include (a) intent-to-use trademarks; and/or (b) rights 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. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ADROLL, INC.

By: 
Name: Peter Krivkovich
Title: CFO/COO

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ADROLL, INC.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK


By:  _____
Name: *Charles Thor*
Title: *Director*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The Retargeting Playbook.	TX007889723	04/21/2014

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ 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