

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547552

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Viant Technology LLC		10/31/2019	Limited Liability Company: DELAWARE
Adelphic LLC		10/31/2019	Limited Liability Company: DELAWARE
MySpace LLC		10/31/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	350 S. Grand Avenue, Suite 3850		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4509783	HOUSEHOLDING	
<b>Registration Number:</b>	5124804	VIANT	
<b>Registration Number:</b>	4760836	ADTRICITY	
<b>Registration Number:</b>	4342979	ADML	
<b>Registration Number:</b>	3523094	VINDICO	
<b>Registration Number:</b>	4351169	ADELPHIC	
<b>Registration Number:</b>	4299498	PREDICTIVE DATA PLATFORM	
<b>Registration Number:</b>	4351170	AUDIENCECUBE	
<b>Registration Number:</b>	5209580		
<b>Registration Number:</b>	5200112	MYSPACE	
<b>Registration Number:</b>	3183151	MYSPACE	
<b>Registration Number:</b>	3849036	ILIKE	
<b>Registration Number:</b>	2911041	MYSPACE	
<b>Registration Number:</b>	3629478	MYSPACE	
<b>Registration Number:</b>	3588627	MYSPACE	
<b>Registration Number:</b>	3484512		

OP \$465.00 4509783

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3778648	MYSPACE
Registration Number:	2593333	MYSPACE

**CORRESPONDENCE DATA**

**Fax Number:** 6175236850

*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:** 617-523-2700

**Email:** susan.dinicola@hklaw.com,kate.ferrara@hklaw.com

**Correspondent Name:** Holland & Knight LLP

**Address Line 1:** 10 St. James Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	10/31/2019

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this "Trademark Security Agreement") is made as of this 31st day of October, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement and Guaranty dated as of October 31, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement") among VIANT TECHNOLOGY LLC, a Delaware limited liability company (collectively with each other Person from time to time joined as a party thereto as a borrower, and all of their respective permitted successors and assigns, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License.

For the avoidance of doubt, Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be.

Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank signature page follows.]*

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

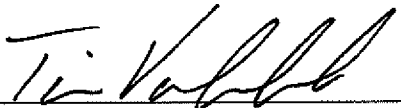
GRANTORS:

VIANT TECHNOLOGY LLC,  
a Delaware limited liability company

By: 

Name: Tim Vanderhook  
Title: Chief Executive Officer

ADELPHIC LLC,  
a Delaware limited liability company

By: 

Name: Tim Vanderhook  
Title: Chief Executive Officer

MYSPLACE LLC,  
a Delaware limited liability company

By: 

Name: Tim Vanderhook  
Title: Chief Executive Officer


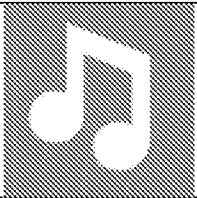
ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Christopher Calice  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Country	Status	Filing Date	Serial No.	Registration Date	Registration No.	Registrant
Householding	USA	1A	July 10, 2013	86006555	April 8, 2014	4509783	Viant Technology LLC
Viant	USA	1A	October 23, 2014	86432621	January 17, 2017	5124804	Viant Technology LLC
Adtricity	USA	1A	April 25, 2013	85982875	June 23, 2015	4760836	Viant Technology LLC
ADML	USA	1A	November 12, 2010	85175558	May 28, 2013	4342979	Viant Technology LLC
Vindico	USA	1A	February 5, 2007	77099691	October 28, 2008	3523094	Viant Technology LLC
Adelphic	USA	1A	March 6, 2012	85561191	June 11, 2013	4351169	Adelphic, LLC
Predictive Data Platform	USA	1A	March 6, 2012	85561206	March 5, 2013	4299498	Adelphic, LLC
Audiencecube	USA	1A	March 6, 2012	85561199	June 11, 2013	4351170	Adelphic, LLC
	USA	1A	September 7, 2012	85723359	May 23, 2017	5209580	Myspace LLC
MYSPACE	USA	1A	September 7, 2012	85723655	May 9, 2017	5200112	Myspace LLC
MYSPACE	USA	1A	September 6, 2005	78706975	December 12, 2006	3183151	Myspace LLC
ILIKE	USA	1A	July 24, 2006	78981806	September 14, 2010	3849036	Myspace LLC
MYSPACE	USA	1A	December 1, 2003	78334714	December 14, 2004	2911041	Myspace LLC
MYSPACE	USA	1A	December 31, 2007	77361699	June 2, 2009	3629478	Myspace LLC
MYSPACE	USA	1A	February 4, 2008	77388062	March 10, 2009	3588627	Myspace LLC
	USA	1A	January 11, 2008	77369975	August 12, 2008	3484512	Myspace LLC
MYSPACE	USA	1A	February 4, 2008	77388054	April 20, 2010	3778648	Myspace LLC
MYSPACE	USA	1A	July 23, 1997	75329019	July 16, 2002	2593333	Myspace LLC



None.

Licenses