

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM550250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MediaOcean LLC		11/20/2019	Limited Liability Company: DELAWARE
MediaBank/MediaPlex Holdings, LLC		11/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Macquarie Capital Funding LLC		
Street Address:	125 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4677697	ORDER VALET	
Registration Number:	4579812	MBUY	
Registration Number:	4579816	OPTICA	
Registration Number:	4600456	PRISMA	
Registration Number:	4452074	MEDIACOCEAN	
Registration Number:	4030176	MEDIACOCEAN	
Registration Number:	3645029	BRANDCOCEAN	
Registration Number:	2969578	DDS	
Registration Number:	2435167	PROPOSER	
Registration Number:	2404130	PROPOSER	
Registration Number:	2567879	ADEXPENSE	
Registration Number:	2286002	ADVAULT	
Registration Number:	2012832	ADCLOCK	
Registration Number:	5456789	TVIEW	
Registration Number:	5454351	LUMINA	
Registration Number:	5313238	IGNITIA	
Registration Number:	5160943	COLSPACE	

CH \$465.00 4677697

Property Type	Number	Word Mark
Serial Number:	86160246	CONNECT

CORRESPONDENCE DATA

Fax Number:

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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1134682-0009-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	11/20/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of November 20, 2019 (this “**Trademark Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Macquarie Capital Funding LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Credit Agreement, dated as of November 20, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among by made by MediaOcean LLC, a Delaware limited liability company (“**MediaOcean**”), Poseidon Acquisition, LLC, a Delaware limited liability company (“**Poseidon Acquisition**”), Poseidon Prisma, LLC, a Delaware limited liability company (“**Prisma**”), Donovan Data Systems, Inc., a New York corporation (“**DDS**” and together with MediaOcean, Poseidon Acquisition and Prisma (and each Additional Borrower, if any), each a “**Borrower**” and collectively, the “**Borrowers**”), Poseidon Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the

foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

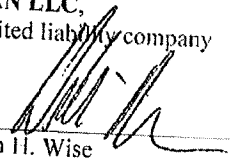
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

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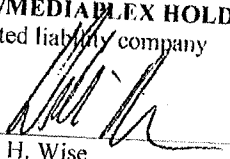
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

MEDIAOCEAN LLC,
a Delaware limited liability company

By: 
Name: William H. Wise
Title: Chief Executive Officer

MEDIABANK/MEDIABLEX HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: William H. Wise
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

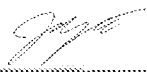
Accepted and Agreed:

MACQUARIE CAPITAL FUNDING LLC,
as Collateral Agent

By: 

Name:

Title: **Mimi Shih**
Authorized Signator

By: 

Name:

Title: **Jeff Abt**
Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Application Number/ Filing Date	Registration Number/ Registration Date	Status	Owner
ORDER VALET	U.S. Federal	86197897 19-Feb-2014	4677697 27-Jan-2015	Registered	MediaOcean LLC
MBUY	U.S. Federal	86160012 08-Jan-2014	4579812 05-Aug-2014	Registered	MediaOcean LLC
OPTICA	U.S. Federal	86160108 08-Jan-2014	4579816 05-Aug-2014	Registered	MediaOcean LLC
PRISMA	U.S. Federal	86159956 08-Jan-2014	4600456 09-Sep-2014	Registered	MediaOcean LLC
CONNECT	U.S. Federal	86160246 08-Jan-2014		Pending	MediaOcean LLC
MEDIAOCEAN	U.S. Federal	85654582 18-Jun-2012	4452074 17-Dec-2013	Registered	MediaOcean LLC
MEDIAOCEAN	U.S. Federal	76703465 21-Jun-2010	4030176 27-Sep-2011	Registered	MediaOcean LLC
BRANDOCEAN	U.S. Federal	78859959 12-Apr-2006	3645029 23-Jun-2009	Registered	MediaOcean LLC
DDS	U.S. Federal	76593390 21-May-2004	2969578 19-Jul-2005	Registered	MediaOcean LLC
PROPOSER	U.S. Federal	75936123 06-Mar-2000	2435167 13-Mar-2001	Registered	MediaOcean LLC
PROPOSER	U.S. Federal	75860912 01-Dec-1999	2404130 14-Nov-2000	Registered	MediaOcean LLC
ADEXPENSE	U.S. Federal	75689293 22-Apr-1999	2567879 07-May-2002	Registered	Mediabank/Mediaplex Holdings, LLC
ADVAULT	U.S. Federal	75267013 31-Mar-1997	2286002 12-Oct-1999	Registered	Mediabank/Mediaplex Holdings, LLC
ADCLOCK	U.S. Federal	74674222 15-May-1995	2012832 29-Oct-1996	Registered	Mediabank/Mediaplex Holdings, LLC
T VIEW	U.S. Federal	87397336 04-Apr-2017	5456789 01-May-2018	Registered	MediaOcean LLC
LUMINA	U.S. Federal	87176321 20-Sep-2016	5454351 24-Apr-2018	Registered	MediaOcean LLC
IGNITIA	U.S. Federal	87176322 20-Sep-2016	5313238 17-Oct-2017	Registered	MediaOcean LLC
COLSPACE	U.S. Federal	87131462 09-Aug-2016	5160943 14-Mar-2017	Registered	MediaOcean LLC