

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
140 PROOF, INC.		11/09/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive; HG-150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3837433	140 PROOF	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	2165925000		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	Tucker Ellis, LLP		
Address Line 1:	950 Main Ave, Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
NAME OF SUBMITTER:	M. DAVID GALIN		
SIGNATURE:	/M.David Galin/		
DATE SIGNED:	11/11/2020		
Total Attachments: 6			
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FIRST AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Amended and Restated Intellectual Property Security Agreement (this "Amendment") is made as of November 9, 2020, by and between (i) SILICON VALLEY BANK, a California corporation ("Bank") and (ii) (a) ACUITYADS INC., an Ontario corporation, (b) ACUITYADS US INC., a New York corporation and (c) 140PROOF, INC., a New York corporation (AcuityAds Inc., AcuityAds US Inc. and 140Proof Inc. are referred to herein, each and together, jointly and severally, as "Grantor").

Recitals

A. Grantor and Bank have previously entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 14, 2020, as further amended by a certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of the date of this Amendment.

B. To secure its obligations and liabilities to Bank, Grantor previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as of April 14, 2020 (as may be amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment to amend certain schedules to the IP Security Agreement.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATION TO THE IP SECURITY AGREEMENT. Exhibit C to the IP Security Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral (as such listed is amended hereby) and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

GRANTOR:

ACUITYADS INC.



By: Jonathan Pollack
Title: Chief Financial Officer

140PROOF, INC.



By: Jonathan Pollack
Title: Chief Financial Officer

ACUITYADS US INC.



By: Jonathan Pollack
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK



By: Christopher Leary
Title: Director

SCHEDULE A






EXHIBIT C

Trademarks

AcuityAds Inc. – United States

	Mark	Application #	Registration #
1	SKIPSTREAM	88302861	6182586
2	ILLUMIN	88884976	
3	TRUE REACH	88302859	5844120
4	SHARE OF ATTENTION	86499466	5301898
5	SHARE OF ATTENTION	86499468	5306911



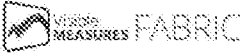
AcuityAds US Inc. – United States

	Mark	Application #	Registration #
1	 VISIBLE MEASURES	77818666	3777533
2	Earned Media Potential	85287119	4782142
4	Choice-based Media	85287123	4675606
5	 VIEWABLE MEDIA	86135639	4556028
6	VTV	86155078	4620036
7		86263135	4655845
8	 Visible MEASURES FABRIC	86283624	4737850
9	FABRIC	86283638	4726520
10		86283668	4742198

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11	NATIVE SELECT	86480828	4785766
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AcuityAds US Inc. – Canada

	Mark	Application #	Registration #
1		1486636	810066
2	VISIBLE MEASURES	1486638	812728
3	SHARE OF CHOICE	1512845	874393
4	EARNED MEDIA ATTRIBUTION	1512846	874394
5	VIEWABILITY	1546218	895036
6	EARNED MEDIA NETWORK	1546220	874564
7	VIEWABLE	1546221	895037
8	EARNED MEDIA POTENTIAL	1546223	895038
9	CHOICE-BASED MEDIA	1546224	895041
10	VIEWABLE MEDIA	1546225	895047
11		1642039	903571
12	TRUE REACH	1642045	912185
13		1694440	940827
14		1702374	937225
15	FABRIC	1702376	937224
16		1702422	936847

17	ILLUMIN	2025166	
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140 Proof, Inc. – United States

	Mark	Application #	Registration #
1	140 Proof	77914290	3837433

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