

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPRINGSERVE, INC.		08/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5459088	SPRINGSERVE	
Registration Number:	5746478	BROADFALL	
Registration Number:	5816535	DIRECTCONNECT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1450791		
NAME OF SUBMITTER:	Ryleigh Peterson		
SIGNATURE:	/Ryleigh Peterson/		
DATE SIGNED:	08/11/2021		
Total Attachments: 5			
source=ROVER - Trademark Coversheet#page2.tif			
source=ROVER - Trademark Coversheet#page3.tif			

OP \$90.00 5459088

source=ROVER - Trademark Coversheet#page4.tif

source=ROVER - Trademark Coversheet#page5.tif

source=ROVER - Trademark Coversheet#page6.tif

Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of August 10, 2021 (this “*Agreement*”), made by SpringServe, Inc., a Delaware Corporation (the “*Pledgor*”), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among Magnite, Inc., a Delaware corporation (the “*Borrower*”), each Subsidiary Loan Party listed on the signature pages thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof, as Pledgors (as defined therein), and Goldman Sachs Bank USA, as collateral agent (together with its permitted successors and permitted assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest**. As security for the payment and performance, as applicable, in full of its Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “*IP Collateral*”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby

incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

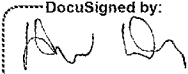
SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. **THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SpringServe, Inc.

By:  DocuSigned by:
8AABFB15336848F...
Name: David Day
Title: President and Treasurer

GOLDMAN SACHS BANK USA,

By: *Luhe*
Name: *Luhe Qin*
Title: *Authorized Signatory*

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by SpringServe, Inc.

U.S. Trademark Registrations

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
<i>SpringServe</i>	<i>5459088</i>	<i>5/1/2018</i>
<i>Broadfall</i>	<i>5746478</i>	<i>5/7/2019</i>
<i>DirectConnect</i>	<i>5816535</i>	<i>7/30/2019</i>