TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Integral Ad Science, Inc.		09/29/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Administrative Agent		
Street Address:	Commercial Loan Services Center/DCC, 500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national association: UNITED STATES		

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	6459149	CHANNEL SCIENCE
Registration Number:	5186130	IAS
Registration Number:	5186134	IAS
Serial Number:	90047105	IAS
Registration Number:	4916834	INTEGRAL AD SCIENCE
Registration Number:	6466596	INTEGRAL AD SCIENCE
Registration Number:	4904078	MARKETER'S EDGE
Registration Number:	5123139	PUB EXPERT
Registration Number:	6466994	QUALITY IMPRESSIONS
Registration Number:	4904079	SELLER'S EDGE
Registration Number:	6474576	TOTAL VISIBILITY
Registration Number:	4904077	TRADER'S EDGE
Registration Number:	4938615	TRAQ

CORRESPONDENCE DATA

900646592

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com LATHAM & WATKINS LLP **Correspondent Name:**

REEL: 007437 FRAME: 0092

TRADEMARK

ETAS ID: TM677864

	355 SOUTH GRAND AVENUE LOS ANGELES, CALIFORNIA 90071-1560			
NAME OF SUBMITTER:	Rhonda DeLeon			
SIGNATURE:	/Rhonda DeLeon/			
DATE SIGNED:	09/29/2021			
Total Attachments: 5 source=IAS - Trademark Security Agreement Executed#page1.tif				
source=IAS - Trademark Security Agreement Executed#page2.tif source=IAS - Trademark Security Agreement Executed#page3.tif source=IAS - Trademark Security Agreement Executed#page4.tif				

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of September 29, 2021, is made by the signatory hereto indicated as the "Grantor" (the "Grantor") and PNC Bank, National Association, in its capacity as administrative agent (the "Administrative Agent") for the Secured Parties under and as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 29, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Integral Ad Science, Inc., a Delaware corporation (the "Borrower"), Kavacha Intermediate, LLC, a Delaware limited liability company, the other loan parties from time to time party thereto, the lenders from time to time party thereto ("Lenders"), the issuing banks from time to time party thereto and the Administrative Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in order to induce the Lenders to enter into the Credit Agreement and to extend credit to the Borrower, the Grantor entered into the Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (collectively, the "<u>Trademark Collateral</u>"):
 - a. all trademarks (including service marks), trade names, trade dress and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, those referred to on Schedule 1 hereto ("Trademarks"), provided that no security interest shall be granted in any intent-to-use Trademark application unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.);
 - b. all renewals of the foregoing;

- c. all income, royalties, damages and proceeds now or hereafter due or payable with respect to any of the foregoing, including damages, claims and payments for past and future infringements thereof;
- d. all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
 - e. all rights corresponding to any of the foregoing throughout the world.
- Section 3. <u>Security Agreement</u>. The security interest granted in connection with this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by fax or electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- Section 5. <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the 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.

INTEGRAL AD SCIENCE, INC.,

a Delaware corporation,

as Grantor

Name: Joseph Pergola

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION

as Administrative Agent

Name: Garreth Boyle

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Filing Date	Registration No	Registration Date	Grantor
CHANNEL SCIENCE	90047015	10-JUL-2020	6459149	24-AUG-2021	Integral Ad Science, Inc.
IAS	87169891	13-SEP-2016	5186130	18-APR-2017	Integral Ad Science, Inc.
IAS	87169939	13-SEP-2016	5186134	18-APR-2017	Integral Ad Science, Inc.
IAS					
IAS	90047105	10-JUL-2020			Integral Ad Science, Inc.
INTEGRAL AD SCIENCE	86453290	13-NOV-2014	4916834	15-MAR-2016	Integral Ad Science, Inc.
INTEGRAL AD SCIENCE	90047088	10-JUL-2020	6466596	31-AUG-2021	Integral Ad Science, Inc.
MARKETER'S EDGE	86586701	03-APR-2015	4904078	23-FEB-2016	Integral Ad Science, Inc.
PUB EXPERT	87050910	26-MAY-2016	5123139	17-JAN-2017	Integral Ad Science, Inc.
QUALITY IMPRESSIONS	90139437	26-AUG-2020	6466994	31-AUG-2021	Integral Ad Science, Inc.
SELLER'S EDGE	86586709	03-APR-2015	4904079	23-FEB-2016	Integral Ad Science, Inc.
TOTAL VISIBILITY	90138976	26-AUG-2020	6474576	07-SEP-2021	Integral Ad Science, Inc.
TRADER'S EDGE	86586684	03-APR-2015	4904077	23-FEB-2016	Integral Ad Science, Inc.
TRAQ	86497560	07-JAN-2015	4938615	12-APR-2016	Integral Ad Science, Inc.

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RECORDED: 09/29/2021