

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vungle, Inc.		09/30/2021	Corporation: DELAWARE
TreSensa Technologies, Inc.		09/30/2021	Corporation: DELAWARE
JetFuel, LLC		09/30/2021	Limited Liability Company: DELAWARE
Liftoff Mobile, Inc.		09/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4618689	LIFTOFF	
Registration Number:	6232921	LIFTOFF	
Registration Number:	4702606	VUNGLE	
Registration Number:	6318930		
Registration Number:	4621394	TRESENSA	
Registration Number:	4429154	TRESENSA	
Registration Number:	4422283	TRESENSA	
Registration Number:	4321458	TRESENSA	
Registration Number:	6163880	JETFUEL	
Registration Number:	6479913	THE PLUG	
Registration Number:	6164055		
Registration Number:	6223723		
Serial Number:	90375827		
CORRESPONDENCE DATA			
Fax Number:			

OP \$340.00 4618689

TRADEMARK

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER:	Christian Craft
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SIGNATURE:	/Christian Craft/
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DATE SIGNED:	09/30/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 30, 2021, by the Grantors on the signature pages hereto (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 30, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors 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, the Grantors hereby agree 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.

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, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created under the Security Agreement, and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

VUNGLE, INC. as a Grantor

By: _____
DocuSigned by:
Jeremy Bondy
Name: Jeremy Bondy
Title: President

TRESENSA TECHNOLOGIES, INC. as a Grantor

By: _____
DocuSigned by:
Jeremy Bondy
Name: Jeremy Bondy
Title: President

JETFUEL, LLC as a Grantor

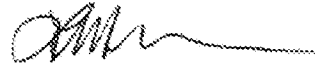
By: _____
DocuSigned by:
Jeremy Bondy
Name: Jeremy Bondy
Title: President

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement by a duly authorized officer as of the date first above written.

LIFTOFF MOBILE, INC. as a Grantor

By: Mark E. Ellis
Name: Mark Ellis
Title: Chief Executive Officer

MORGAN STANLEY SENIOR FUNDING, INC., as
Collateral Agent







By:

Name: Lisa Hanson

Title: Authorized Signatory

Schedule I

U.S. Trademark Registrations and Applications

Mark	Application #	Registration Date	Registration #	Registered Owner
LIFTOFF	86-092596	10/07/2014	4618689	Liftoff Mobile, Inc.
LIFTOFF & Design	88-945960	12/29/2020	6232921	Liftoff Mobile, Inc.
	90-375827	N/A (Application in Progress)	N/A	Liftoff Mobile, Inc.
VUNGLE	86-230130	03/17/2015	4702606	Vungle, Inc.
	90-097472	04/13/2021	6318930	Vungle, Inc.
TRESENSA	85-233507	10/14/2014	4621394	TreSensa Technologies, Inc.
TRESENSA	85-233498	11/05/2013	4429154	TreSensa Technologies, Inc.
TRESENSA	85-233484	10/22/2013	4422283	TreSensa Technologies, Inc.
TRESENSA	85-233518	04/16/2013	4321458	TreSensa Technologies, Inc.
JETFUEL	88-838365	09/29/2020	6163880	Jetfuel, LLC
THE PLUG	88-838368	09/07/2021	6479913	Jetfuel, LLC
	88-841548	03/20/2020	6164055	Jetfuel, LLC
	88-841549	03/20/2020	6223723	Jetfuel, LLC