

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM697002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIAOCEAN LLC		12/15/2021	Limited Liability Company: DELAWARE
MEDIABANK/MEDIAPLEX HOLDINGS, LLC		12/15/2021	Limited Liability Company: DELAWARE
4C INSIGHTS INC.		12/15/2021	Corporation: 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: 21			
Property Type	Number	Word Mark	
Serial Number:	90459119	MEDIAOCEAN	
Serial Number:	87397336	TVIEW	
Serial Number:	87176321	LUMINA	
Serial Number:	87176322	IGNITIA	
Serial Number:	87131462	COLSPACE	
Serial Number:	86197897	ORDER VALET	
Serial Number:	86160246	CONNECT	
Serial Number:	86160108	OPTICA	
Serial Number:	86160012	MBUY	
Serial Number:	86159956	PRISMA	
Serial Number:	85654582	MEDIAOCEAN	
Serial Number:	78859959	BRANDOCEAN	
Serial Number:	76703465	MEDIAOCEAN	
Serial Number:	75936123	PROPOSER	
Serial Number:	75860912	PROPOSER	
Serial Number:	75689293	ADEXPENSE	

CH \$540.00 90459119

Property Type	Number	Word Mark
Serial Number:	75267013	ADVAULT
Serial Number:	74674222	ADCLOCK
Serial Number:	86140490	4C INSIGHTS
Serial Number:	88004166	SCOPE BY 4C
Serial Number:	90221024	SCOPE

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: SOPHIE ZANDER

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40205-8
NAME OF SUBMITTER:	SOPHIE ZANDER
SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	12/22/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of December 15, 2021, by MEDIAOCEAN LLC, a Delaware limited liability company, MEDIABANK/MEDIAPLEX HOLDINGS, LLC, a Delaware limited liability company and 4C INSIGHTS INC., a Delaware corporation (each, individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of MACQUARIE CAPITAL FUNDING LLC, in its capacity as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Second Lien Guarantee and Collateral Agreement dated as of December 15, 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 foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, excluding any Excluded Assets, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter owned, adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an

“intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (a) all goodwill associated therewith or symbolized thereby;
- (b) all claims for, and rights to sue for, past, present and future infringements or other violations of any of the foregoing; and
- (c) all proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringement thereof.

Notwithstanding anything to the contrary in this Trademark Security Agreement or any other Loan Document, the above assets will not include, this Trademark Security Agreement will not constitute a grant of security interest in and the security interest granted hereunder will not attach to, in each case, any Excluded Assets.

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 Grantors 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 to the extent of the conflict.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement with the United States Patent and Trademark Office.

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.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, each 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.

MEDIAOCEAN LLC,
as a Grantor

By: William Wise
Name: William H. Wise
Title: Chief Executive Officer, President and
Secretary

MEDIABANK/MEDIAPLEX HOLDINGS, LLC,
as a Grantor

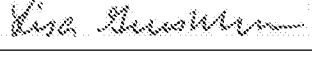
William Wise
By:
Name: William H. Wise
Title: Chief Executive Officer and Secretary

4C INSIGHTS INC.,
as a Grantor

William Wise
By:
Name: William H. Wise
Title: Chief Executive Officer, President and
Secretary

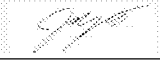
Accepted and Agreed:

MACQUARIE CAPITAL FUNDING LLC,
as Collateral Agent

By: _____

Name: Lisa Grushkin

Title: Authorized Signatory

By: _____

Name: Jeff Abt

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Ser. No.	Reg. No.	Mark	Owner of Record
90459119		 mediaocean	MediaOcean LLC
87397336	5456789	TVIEW	MediaOcean LLC
87176321	5454351	LUMINA	MediaOcean LLC
87176322	5313238	IGNITIA	MediaOcean LLC
87131462	5160943	COLSPACE	MediaOcean LLC
86197897	4677697	ORDER VALET	MediaOcean LLC
86160246		CONNECT	MediaOcean LLC
86160108	4579816	OPTICA	MediaOcean LLC
86160012	4579812	MBUY	MediaOcean LLC
86159956	4600456	PRISMA	MediaOcean LLC
85654582	4452074	MEDIAOCEAN	MediaOcean LLC
78859959	3645029	BRANDOCEAN	MediaOcean LLC
76703465	4030176	MEDIAOCEAN	MediaOcean LLC
75936123	2435167	PROPOSER 	MediaOcean LLC
75860912	2404130	PROPOSER	MediaOcean LLC
75689293	2567879	ADEXPENSE	Mediabank/Mediaplex Holdings, LLC
75267013	2286002	ADVAULT	Mediabank/Mediaplex Holdings, LLC

Ser. No.	Reg. No.	Mark	Owner of Record
74674222	2012832	ADCLOCK	Mediabank/Mediaplex Holdings, LLC
86140490	4769597	4C INSIGHTS	4C INSIGHTS INC.
79209056	5357301	4C INSIGHTS AFFINITY GRAPH & Design	4C INSIGHTS INC.
88004166	5718019	SCOPE BY 4C & Design	4C INSIGHTS INC.
90/221,024	6387492	SCOPE	4C INSIGHTS INC.