

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM723640

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MediaMath, Inc.		04/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB, as Collateral Agent		
<b>Street Address:</b>	500 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Federal Savings Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5115706	STRENGTH IN NUMBERS	
<b>Registration Number:</b>	5114896	CONNECTEDID	
<b>Registration Number:</b>	5078952	T1	
<b>Registration Number:</b>	5032489	PROGRAMMATICFIRST	
<b>Registration Number:</b>	4550852	TERMINALONE MARKETING OS	
<b>Registration Number:</b>	4550851	TERMINALONE MARKETING OPERATING SYSTEM	
<b>Registration Number:</b>	4655134	T1	
<b>Registration Number:</b>	3898682	MATHTAG	
<b>Registration Number:</b>	3810224	TERMINALONE	
<b>Registration Number:</b>	3898681	MEDIAMATH	
<b>Registration Number:</b>	6217900	SOURCE BY MEDIAMATH	
<b>Registration Number:</b>	6217901		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	1271 Avenue of the Americas		

OP \$315.00 5115706

<b>Address Line 4:</b>	New York, NEW YORK 10020
<b>ATTORNEY DOCKET NUMBER:</b>	064111-0051
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva
<b>DATE SIGNED:</b>	04/25/2022
<b>Total Attachments: 6</b> source=MediaMath (SCP)- 2I Trademark Security Agreement [Executed](131410259.1)#page1.tif source=MediaMath (SCP)- 2I Trademark Security Agreement [Executed](131410259.1)#page2.tif source=MediaMath (SCP)- 2I Trademark Security Agreement [Executed](131410259.1)#page3.tif source=MediaMath (SCP)- 2I Trademark Security Agreement [Executed](131410259.1)#page4.tif source=MediaMath (SCP)- 2I Trademark Security Agreement [Executed](131410259.1)#page5.tif source=MediaMath (SCP)- 2I Trademark Security Agreement [Executed](131410259.1)#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

**Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this agreement, the exercise of any right or remedy with respect thereto, and certain rights of the beneficiaries hereof are subject to the provisions of the Intercreditor Agreement (as defined herein). In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall govern and control.**

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 21, 2022, by and between MEDIAMATH, INC., a Delaware corporation ("Grantor"), in favor of Wilmington Savings Fund Society, FSB, in its capacity as collateral agent for the Secured Parties ("Collateral Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Senior Secured Second Lien Term Loan Credit and Guaranty Agreement dated as of the date hereof, by and among Grantor, certain subsidiaries of Grantor party thereto, the lenders party thereto from time to time (the "Lenders") and Wilmington Savings Fund Society, FSB, as Administrative Agent (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make extensions of credit and other financial accommodations to the Grantor;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of the date hereof, by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing second priority security interest (subject to Permitted Liens (as such term is defined in the Credit

Agreement)) in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement (collectively, the "Trademark Collateral").

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the Security Agreement as supplemented hereby are subject to the terms and provisions of the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Intercreditor Agreement, dated as of April 21, 2022, among Goldman Sachs Specialty Lending Group, L.P., as Senior Lien Agent and Wilmington Savings Fund Society, FSB, as Junior Lien Agent, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time (the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

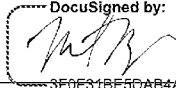
7. COLLATERAL AGENT. The Collateral Agent shall be entitled to the same rights, protections, immunities and indemnities as set forth in the Credit Agreement and the Security Agreement, as if the provisions setting forth those rights, protections, immunities and indemnities are fully set forth herein. The Collateral Agent shall not be responsible for, nor incur any liability with respect to, insuring the Collateral or the payment of taxes, charges or assessments upon the Collateral or otherwise as to the maintenance of Collateral. The Collateral Agent shall be under no obligation or duty to take any action under this Agreement if taking such action would subject the Collateral Agent to a tax in any jurisdiction where it is not then subject to a tax or would

require the Collateral Agent to qualify to do business in any jurisdiction where it is not then so qualified.

[Signature pages follow]


IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MEDIAMATH, INC.**, as Grantor

By:  DocuSigned by:  
Name: Neil Nguyen  
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**Wilmington Savings Fund Society, FSB**, not in its individual capacity but solely as Collateral Agent

By:   
Name: Geoffrey J. Lewis  
Title: Vice President

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

**Registered Trademarks**

**United States Trademarks**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration/ Application Number</b>
MEDIAMATH, INC.	STRENGTH IN NUMBERS	US	5115706
MEDIAMATH, INC.	CONNECTEDID	US	5114896
MEDIAMATH, INC.	T1	US	5078952
MEDIAMATH, INC.	PROGRAMMATICFIRST	US	5032489
MEDIAMATH, INC.	TERMINALONE MARKETING OS	US	4550852
MEDIAMATH, INC.	TERMINALONE MARKETING OPERATING SYSTEM	US	4550851
MEDIAMATH, INC.	T1	US	4655134
MEDIAMATH, INC.	MATHTAG	US	3898682
MEDIAMATH, INC.	TERMINALONE	US	3810224
MEDIAMATH, INC.	MEDIAMATH	US	3898681
MEDIAMATH, INC.	SOURCE BY MEDIAMATH	US	6217900
MEDIAMATH, INC.		US	6217901

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