

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM742241

<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>
ADROLL, INC.		05/31/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES CAPITAL, INC., AS AGENT		
<b>Street Address:</b>	400 HAMILTON AVENUE		
<b>Internal Address:</b>	SUITE 310		
<b>City:</b>	PALO ALTO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90062405	ACCOUNTABLE MARKETING COLLECTIVE	
<b>Serial Number:</b>	90244635	AGENCY AMPLIFIER	
<b>Serial Number:</b>	88588418	APPROLL	
<b>Serial Number:</b>	88294126		
<b>Serial Number:</b>	88806097		
<b>Serial Number:</b>	88674550	GROWTH GUERILLA	
<b>Serial Number:</b>	88674558	GROWTH GUERILLA COLLECTIVE	
<b>Serial Number:</b>	90660732		
<b>Serial Number:</b>	87731089	NEXTROLL	
<b>Serial Number:</b>	87811678		
<b>Serial Number:</b>	88300475	WHERE AMBITION THRIVES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>	202-776-2269		
<b>Email:</b>	pkarmire@cooley.com		
<b>Correspondent Name:</b>	Perky L. Karmire		
<b>Address Line 1:</b>	C/O COOLEY LLP		

CH \$290.00 90062405

**Address Line 2:** 1299 Pennsylvania Avenue, NW, Suite 700  
**Address Line 4:** Washington, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	305866
<b>NAME OF SUBMITTER:</b>	Perky L. Karmire
<b>SIGNATURE:</b>	/s/ Perky L. Karmire
<b>DATE SIGNED:</b>	07/19/2022

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of May 31, 2019, by and between HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and ADROLL, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor and certain other borrowers from time to time party to the Loan Agreement (as defined below) in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (each, a "Lender", and collectively, "Lenders"), Agent, Grantor and any other parties thereto, from time to time, dated as of the date hereof (as amended, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent (for the benefit of Lenders) of the security interest in certain Copyrights, Trademarks and Patents to secure the Secured Obligations.

### AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

1. To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent for the benefit of Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto). Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include: (a) intent-to-use trademarks; and/or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

2. This security interest is granted in conjunction with the security interest granted to Agent for the benefit of Lenders under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

3. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, in each case, subject to prior written notice by Agent to Grantor.

4. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

2300 Harrison Street  
2nd Floor  
San Francisco, CA 94110  
Attention: Peter Krivkovich

GRANTOR:

ADROLL, INC.

By:  \_\_\_\_\_

Name: Peter Krivkovich

Title: CFO/COO

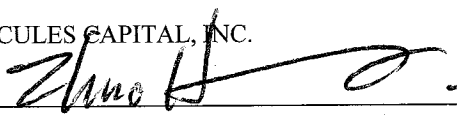
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Agent:

Legal Department  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Chief Legal Officer

AGENT:

HERCULES CAPITAL, INC.

By:  \_\_\_\_\_

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A  
COPYRIGHTS

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Retargeting Playbook.	TX0007889723	4/21/2014

EXHIBIT B

PATENTS

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
SYSTEM, DEVICES AND METHODS FOR IDENTIFYING MOBILE DEVICES AND OTHER COMPUTER DEVICES	16/101279	8/10/2018
SYSTEM, DEVICES AND METHODS FOR IDENTIFYING MOBILE DEVICES AND OTHER COMPUTER DEVICES	62/198943	11/23/2018
SYSTEM, DEVICES AND METHODS FOR IDENTIFYING MOBILE DEVICES AND OTHER COMPUTER DEVICES	62/543702	8/10/2017
SYSTEM, DEVICES AND METHODS FOR IDENTIFYING MOBILE DEVICES AND OTHER COMPUTER DEVICES	62/590078	11/22/2017
IDENTIFICATION SERVICES FOR INTERNET-ENABLED DEVICES	62/614097	1/5/2018

EXHIBIT C  
TRADEMARKS

Trademark	Country	Application Number Application Date	Registration Number Registration Date	Status
ADROLL	United States of America	85242501 2/15/2011	4025846 9/13/2011	Registered
ADROLL	United States of America	86035786 8/12/2013	4587362 8/19/2014	Registered
BIDIQ	United States of America	86592105 4/9/2015	4966101 5/24/2016	Registered
FIRSTPARTY	United States of America	86976917 8/28/2013	4823990 9/29/2015	Registered
INTENTMAP	United States of America	86768031 9/24/2015	5106197 12/20/2016	Registered
Roll Design	United States of America	85875413 3/13/2013	4421461 10/22/2013	Registered
ROLLWORKS	United States of America	86708328 7/29/2015	5481400 5/29/2018	Registered
Rollworks Logo (Black & White)	United States of America	87811669 2/26/2018	5582398 10/9/2018	Registered
Rollworks Logo (Color)	United States of America	87811675 2/26/2018	5582399 10/9/2018	Registered
SENDROLL	United States of America	86596829 4/14/2015	5018686 8/9/2016	Registered
ACCOUNTABLE MARKETING COLLECTIVE	United States of America	90062405 7/20/20		Pending
AGENCY AMPLIFIER	United States of America	90244635 10/9/2020		Allowed
APPROLL	United States of America	88588418 8/22/2019		Allowed
Double Roll Logo	United States of America	88294126 2/8/2019	5939957 12/17/2019	Registered
GGC Logo	United States of America	88806097 2/21/2020	6141642 9/1/2020	Registered
GROWTH GUERILLA	United States of America	88674550 10/30/2019	6503009 9/28/2021	Registered
GROWTH GUERILLA COLLECTIVE	United States of America	88674558 10/30/2019	6456523 8/17/2021	Registered



<b>Trademark</b>	<b>Country</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>
New Rollworks Logo	United States of America	90660732 4/21/2021		Allowed
NEXTROLL	United States of America	87731089 12/21/2017	5915469 11/19/2019	Registered
Roll Design (New)	United States of America	87811678 2/26/2018	5764808 5/28/2019	Registered
WHERE AMBITION THRIVES	United States of America	88300475 2/13/2019		Allowed