

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867158

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIAMATH ACQUISITION CORPORATION		12/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 N. Los Robles Ave		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5078952	T1	
Registration Number:	5114896	CONNECTEDID	
Registration Number:	3898682	MATHTAG	
Registration Number:	3898681	MEDIAMATH	
Registration Number:	4768814	PERFORMANCE REIMAGINED. MARKETING REENGI	
Registration Number:	5032489	PROGRAMMATICFIRST	
Registration Number:	6217900	SOURCE BY MEDIAMATH	
Registration Number:	5115706	STRENGTH IN NUMBERS	
Registration Number:	4655134	T1	
Registration Number:	3810224	TERMINALONE	
Registration Number:	4550851	TERMINALONE MARKETING OPERATING SYSTEM	
Registration Number:	4550852	TERMINALONE MARKETING OS	
Registration Number:	6217901		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		

OP \$340.00 5078952

Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2235481

NAME OF SUBMITTER: Yvette Stohler

SIGNATURE: /Yvette Stohler/

DATE SIGNED: 01/10/2024

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between EAST WEST BANK ("Bank") and MEDIAMATH ACQUISITION CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to PaeDae, Inc., a Delaware corporation ("PaeDae") and trueX inc., a Delaware corporation ("trueX") and MediaMath Acquisition Corporation, a Delaware corporation ("MediaMath"; and together with PaeDae and trueX individually and collectively, jointly and severally, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of August 18, 2020 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank, as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Bank to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Bank's name or in the name of Bank as Bank and attorney-in-fact for Grantor.

Sections 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MEDIAMATH ACQUISITION CORPORATION

Signature: Keith Petersen

Print Name: Keith Petersen

Title: CEO

Attention: Keith Petersen
1320 East 7th Street Suite 200
Los Angeles, CA 90021
email: keith.petersen@gimbal.com

BANK:

EAST WEST BANK

Signature: Joe Powaga

Print Name: Joe Powaga

Title: Vice President - East West Bank

Address:
Attention: [Joe Powaga]
2350 Mission College Blvd., Suite 988
Santa Clara, CA 95054
Email: [joe.powaga@eastwestbank.com]

{Signature Page to Intellectual Property Security Agreement}
{MediaMath}

EXHIBIT A

Copyrights

N/A

EXHIBIT B

Patents

Description Title	Patent/App. No.		File Date		
	App. No.	Filing Date	Patent No.	Issue Date	Jurisdictions
SYSTEM AND METHOD FOR DYNAMIC ONLINE ADVERTISEMENT CREATION AND MANAGEMENT	11/896806	9/6/2007	8688522	4/1/2014	US
SYSTEMS AND METHODS FOR PROVIDING A DEMAND SIDE PLATFORM	13/076276	3/30/2011	10049391	8/14/2018	US
SYSTEMS AND METHODS FOR USING SERVER SIDE COOKIES BY A DEMAND SIDE PLATFORM	13/076279	3/30/2011	9135655	9/15/2015	US
SYSTEMS AND METHODS FOR USING SERVER SIDE COOKIES BY A DEMAND SIDE PLATFORM	14/853712	9/14/2015	10332156	6/25/2019	US
SYSTEMS AND METHODS FOR DETERMINING COMPETITIVE MARKET VALUES OF AN AD IMPRESSION	13/185236	7/18/2011	10223703	3/5/2019	US
METHODS, SYSTEMS, AND DEVICES FOR COUNTERFACTUAL-BASED INCREMENTALITY MEASUREMENT IN DIGITAL AD-BIDDING PLATFORM	15/667507	8/2/2017	10467659	11/5/2019	US
SYSTEMS, METHODS, AND DEVICES FOR DECREASING LATENCY AND/OR PREVENTING DATA LEAKAGE DUE TO ADVERTISEMENT INSERTION	15/981401	5/16/2018	10354276	7/16/2019	US
SYSTEMS AND METHODS FOR PROVIDING A DEMAND SIDE PLATFORM	16/033090	7/11/2018	10628859	4/21/2020	US
SYSTEMS AND METHODS FOR USING SERVER SIDE COOKIES BY A DEMAND SIDE PLATFORM	16/386003	4/16/2019	10636060	4/28/2020	US

SYSTEMS AND METHODS FOR DETERMINING COMPETITIVE MARKET VALUES OF AN AD IMPRESSION	16/222519	12/17/2018	10592910	3/17/2020	US
METHODS, SYSTEMS, AND DEVICES FOR COUNTERFACTUAL-BASED INCREMENTALITY MEASUREMENT IN DIGITAL AD-BIDDING PLATFORM	16/425309	5/29/2019	10977697	4/13/2021	US
SYSTEMS, METHODS, AND DEVICES FOR DECREASING LATENCY AND/OR PREVENTING DATA LEAKAGE DUE TO ADVERTISEMENT INSERTION	16/425502	5/29/2019	10740795	8/11/2020	US
SYSTEMS, METHODS, AND DEVICES FOR COMPONENTIZATION, MODIFICATION, AND MANAGEMENT OF CREATIVE ASSETS FOR DIVERSE ADVERTISING PLATFORM ENVIRONMENTS	16/270189	2/7/2019	11348142	5/31/2022	US
SYSTEMS AND METHODS FOR PROVIDING A DEMAND SIDE PLATFORM	16/749290	1/22/2020	11055748	7/6/2021	US
SYSTEMS AND METHODS FOR USING SERVER SIDE COOKIES BY A DEMAND SIDE PLATFORM	16/773073	1/27/2020	11080763	8/3/2021	US
SYSTEMS AND METHODS FOR DETERMINING COMPETITIVE MARKET VALUES OF AN AD IMPRESSION	16/773053	1/27/2020	11049118	6/29/2021	US
SYSTEMS, METHODS, AND DEVICES FOR DECREASING LATENCY AND/OR PREVENTING DATA LEAKAGE DUE TO ADVERTISEMENT INSERTION	16/920295	7/2/2020	11727440	8/15/2023	US
SYSTEMS, METHODS, AND DEVICES FOR DIGITAL ADVERTISING ECOSYSTEMS IMPLEMENTING CONTENT DELIVERY	17/028659	9/22/2020	11182829	11/23/2021	US

NETWORKS UTILIZING EDGE COMPUTING					
METHODS, SYSTEMS, AND DEVICES FOR COUNTERFACTUAL- BASED INCREMENTALITY MEASUREMENT IN DIGITAL AD-BIDDING PLATFORM	17/188469	3/1/2021	11170413	11/9/2021	US
SYSTEMS AND METHODS FOR USING SERVER SIDE COOKIES BY A DEMAND SIDE PLATFORM	17/306375	5/3/2021	11308526	4/19/2022	US
SYSTEMS AND METHODS FOR DETERMINING COMPETITIVE MARKET VALUES OF AN AD IMPRESSION	17/313614	5/6/2021	11195187	12/7/2021	US
SYSTEMS AND METHODS FOR PROVIDING A DEMAND SIDE PLATFORM	17/333719	5/28/2021	11720929	8/8/2023	US
METHODS, SYSTEMS, AND DEVICES FOR COUNTERFACTUAL- BASED INCREMENTALITY MEASUREMENT IN DIGITAL AD-BIDDING PLATFORM	17/448974	9/27/2021	11556964	1/17/2023	US
SYSTEMS, METHODS, AND DEVICES FOR DIGITAL ADVERTISING ECOSYSTEMS IMPLEMENTING CONTENT DELIVERY NETWORKS UTILIZING EDGE COMPUTING	17/450119	10/6/2021	11514477	11/29/2022	US
SYSTEMS AND METHODS FOR DETERMINING COMPETITIVE MARKET VALUES OF AN AD IMPRESSION	17/453318	11/2/2021	11521218	12/6/2022	US
SYSTEMS AND METHODS FOR USING SERVER SIDE COOKIES BY A DEMAND SIDE PLATFORM	17/654954	3/15/2022	11610232	3/21/2023	US
SYSTEMS, METHODS, AND DEVICES FOR COMPONENTIZATION, MODIFICATION, AND MANAGEMENT OF	17/663200	5/12/2022			US

CREATIVE ASSETS FOR DIVERSE ADVERTISING PLATFORM ENVIRONMENTS					
SYSTEMS AND METHODS FOR DETERMINING COMPETITIVE MARKET VALUES OF AN AD IMPRESSION	18/047930	10/19/2022			US
SYSTEMS, METHODS, AND DEVICES FOR DIGITAL ADVERTISING ECOSYSTEMS IMPLEMENTING CONTENT DELIVERY NETWORKS UTILIZING EDGE COMPUTING	18/051779	11/1/2022			US
METHODS, SYSTEMS, AND DEVICES FOR COUNTERFACTUAL-BASED INCREMENTALITY MEASUREMENT IN DIGITAL AD-BIDDING PLATFORM	18/065982	12/14/2022			US
	18/338568	6/21/2023			US
	18/159511	1/25/2023			US
	18/342134	6/27/2023			US

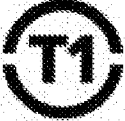
EXHIBIT C

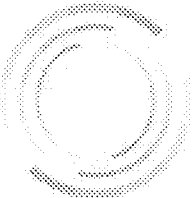
Trademarks

Description

Serial/Registration No.

File Date

Mark	Class/Services	App. No. App. Date	Reg. No. Reg. Date
	Class 42: Providing on-line non-downloadable software for delivering, tracking, analyzing, and optimizing online advertising campaigns and providing clients with data and information concerning online activity of relevant Internet users	86/659158 11-Jun-2015	5078952 08-Nov-2016
CONNECTEDID	Class 35: Online advertising services for others Class 42: Providing on-line non-downloadable software for tracking, analysis, and optimization of on-line advertising	86/249098 10-Apr-2014	5114896 03-Jan-2017
MATHTAG	Class 35: On-line advertising services for others Class 42: Providing on-line non-downloadable software for optimization of on-line advertising	77/864712 04-Nov-2009	3898682 04-Jan-2011
MEDIAMATH	Class 35: On-line advertising services for others Class 42: Providing on-line non-downloadable software for optimization of on-line advertising	77/864550 04-Nov-2009	3898681 04-Jan-2011
PERFORMANCE REIMAGINED. MARKETING REENGINEERED.	Class 35: On-line advertising services for others Class 42: Providing on-line non-downloadable software for delivering, tracking, analyzing, and optimizing online advertising campaigns and providing clients with data and information concerning online activity of relevant Internet users	86/518232 29-Jan-2015	4768814 07-Jul-2015
PROGRAMMATICFIRST	Class 35: Online advertising services; advertising and marketing consultancy services Class 42: Providing on-line non-downloadable software for delivering, tracking, analyzing, decisioning, and optimizing online advertising campaigns	86/444618 04-Nov-2014	5032489 30-Aug-2016
SOURCE BY MEDIAMATH	Class 35: Providing transparent supply chain digital advertising services; providing fraud- free supply chain digital advertising services; providing addressable digital advertising services	88/627629 23-Sep-2019	6217900 08-Dec-2020
STRENGTH IN NUMBERS	Class 35: On-line advertising services for others. Class 42: Providing on-line non-downloadable software for optimization of on-line advertising.	86/796622 22-Oct-2015	5115706 03-Jan-2017
T1	Class 42: Providing on-line non-downloadable software for delivering, tracking, analyzing, and optimizing online advertising campaigns and providing clients with data and information concerning online activity of relevant Internet users	86/085221 08-Oct-2013	4655134 16-Dec-2014

TERMINALON E	Class 35: On-line advertising services for others Class 42: Providing on-line non-downloadable software for optimization of on-line advertising	77/864636 04-Nov-2009	3810224 29-Jun-2010
TERMINALON E MARKETIN G OPERATING SYSTEM	Online advertising services; advertising and marketing consultancy services; advertising services, namely, delivering, tracking, analyzing, and optimizing online advertising information for others; media monitoring services, namely, monitoring online media for customer-specified topics, gathering relevant content on those topics, and providing documentation and analysis of that media content to others for business purposes Class 42: Providing on-line non-downloadable software for delivering, tracking, analyzing, and optimizing online advertising campaigns and providing clients with data and information concerning online activity of relevant Internet users	86/085224 08-Oct-2013	4550851 17-Jun-2014
TERMINALON E MARKETIN G OS	Class 35: Online advertising services; advertising and marketing consultancy services; advertising services, namely, delivering, tracking, analyzing, and optimizing online advertising information for others; media monitoring services, namely, monitoring online media for customer-specified topics, gathering relevant content on those topics, and providing documentation and analysis of that media content to others for business purposes Class 42: Providing on-line non-downloadable software for delivering, tracking, analyzing, and optimizing online advertising campaigns and providing clients with data and information concerning online activity of relevant Internet users	86/085231 08-Oct-2013	4550852 17-Jun-2014
	Class 35: Providing transparent supply chain digital advertising services; providing fraud-free supply chain digital advertising services; providing addressable digital advertising services	88/627638 23-Sep-2019	6217901 08-Dec-2020