

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI1115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA, AS AGENT		02/06/2024	Other: NEW YORK
RECEIVING PARTY DATA			
Company Name:	MAGNITE, INC.		
Street Address:	1250 BROADWAY, 15TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
Company Name:	SPOTX, INC.		
Street Address:	8181 ARISTA PLACE SUITE #400		
City:	BROOMFIELD		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: DELAWARE		
Company Name:	MAGNITE CTV, INC.		
Street Address:	12181 BLUFF CREEK DRIVE, 4TH FLOOR		
City:	PLAYA VISTA		
State/Country:	CALIFORNIA		
Postal Code:	90094		
Entity Type:	Corporation: DELAWARE		
Company Name:	SPRINGSERVE, INC.		
Street Address:	44 WEST 28TH STREET, 4TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	87585898	TELARIA	

OP \$640.00.00 87585898

Property Type	Number	Word Mark
Serial Number:	90441740	MAGNITE
Serial Number:	90441914	M
Serial Number:	90157604	MAGNITE
Serial Number:	87264151	CHANGING ADVERTISING FOR GOOD
Serial Number:	87037197	NROUTE
Serial Number:	86557991	NTOGGLE
Serial Number:	86557987	NTOGGLE
Serial Number:	86298288	
Serial Number:	86298299	RUBICON PROJECT
Serial Number:	86298301	RUBICON PROJECT
Serial Number:	86975437	RUBICON
Serial Number:	85880770	RUBICON PROJECT
Serial Number:	77911890	THE RUBICON PROJECT
Serial Number:	77857782	REVV
Serial Number:	90273090	X
Serial Number:	90273108	SPOTX
Serial Number:	86648088	SPOTX
Serial Number:	86542998	AUDIENCE EVERYWHERE
Serial Number:	86299275	SPOTXCHANGE
Serial Number:	86255743	PROGRAMATCH
Serial Number:	86298247	LEADING THE AUTOMATION OF ADVERTISING
Serial Number:	87633073	DIRECTCONNECT
Serial Number:	87631680	BROADFALL
Serial Number:	87632341	SPRINGSERVE

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: khadijah sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 4: washington , DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2263467 ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/07/2024

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 6, 2024, is made by Goldman Sachs Bank USA, as Agent (as defined herein), in favor of Magnite, Inc., a Delaware corporation (the “Company”), SpotX, Inc., a Delaware corporation (which merged with and into the Company on December 31, 2022), Magnite CTV, Inc., a Delaware corporation (which merged with and into the Company on December 31, 2022) and SpringServe, Inc., a Delaware corporation (which merged with and into the Company on September 30, 2023) (together with the Company, collectively, the “Pledgors”). Unless otherwise defined herein or the context otherwise requires, terms used in this Release shall have the meanings assigned to such terms in the Collateral Agreement (as defined herein).

WHEREAS, pursuant to that certain (a) Credit Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Company, Goldman Sachs Bank USA, as administrative agent, collateral agent (in such capacity, the “Agent”) and swingline lender, and each issuing bank and lender party thereto from time to time; (b) Collateral Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, each Subsidiary Loan Party from time to time party thereto and the Agent for the Secured Parties; and (c) (i) Notice of Grant of Security Interest in Trademarks, dated as of April 30, 2021 and (ii) Notice of Grant of Security Interest in Trademarks, dated as of August 10, 2021 (the “Trademark Security Agreements”), each executed by the relevant Pledgors in favor of the Agent, the Pledgors pledged and granted to the Agent a security interest in and continuing lien on all of the Pledgors’ right, title and interest in, to and under the Trademarks listed on Schedule 1 attached hereto (the “Trademark Collateral”);

WHEREAS, the security interest in the Trademark Collateral pledged and granted by the Pledgors to the Agent under the Trademark Security Agreements were recorded at the United States Patent and Trademark Office on (i) April 30, 2021, at Reel 7275, and Frame 0787 and (ii) August 11, 2021, at Reel 7385, and Frame 0799; and

WHEREAS, the Agent has agreed to irrevocably and fully terminate, release and discharge its entire security interest and lien on all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent hereby automatically, irrevocably, immediately and without further action fully releases and discharges all of its mortgages, liens and security interests in all of the Pledgors’ right, title and interest in, to and under the Trademark Collateral, which had been granted under the Trademark Security Agreements and hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Trademark Collateral to the Pledgors.
2. The Agent authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.

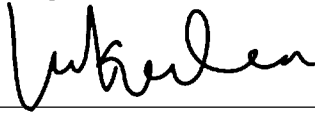
3. The Agent agrees, at the Pledgors' expense, to take all further actions, and provide to the Pledgors and their successors, assigns, designees and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Pledgors and their successors, designees, assigns and legal representatives may reasonably request in order to confirm or effectuate the purposes of this Release or record this Release.

4. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE, AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

GOLDMAN SACHS BANK USA,
as the Agent






By: _____

Name: Luke Qiu

Title: Authorized Signatory

Schedule 1
to
Release of Security Interest in Trademarks

Reel/Frame 7275/0787

Trademark	App. No.	Reg. No.	Status	Owner(s)
TELARIA	87585898	5602698	Registered	Magnite CTV, Inc.
MAGNITE	90441740		Pending	Magnite, Inc.
	90441914		Pending	Magnite, Inc.
MAGNITE	90157604	7255482	Registered	Magnite, Inc.
CHANGING ADVERTISING FOR GOOD	87264151	5389445	Registered	Magnite, Inc.
NROUTE	87037197	5552878	Registered	Magnite, Inc.
NTOGGLE	86557991	4928933	Cancelled	Magnite, Inc.
NTOGGLE	86557987	4928932	Cancelled	Magnite, Inc.
	86298288	5181964	Cancelled	Magnite, Inc.
RUBICON PROJECT	86298299	4691342	Registered	Magnite, Inc.
RUBICON PROJECT	86298301	5181965	Cancelled	Magnite, Inc.
RUBICON	86975437	4599006	Registered	Magnite, Inc.
	85880770	4421772	Registered	Magnite, Inc.
THE RUBICON PROJECT	77911890	3927526	Registered	Magnite, Inc.
REVV	77857782	4045954	Cancelled	Magnite, Inc.
	90273090	6418414	Registered	SpotX, Inc.
SPOTX	90273108	6418421	Registered	SpotX, Inc.
SPOTX	86648088	4881177	Registered	SpotX, Inc.
AUDIENCE EVERYWHERE	86542998	5151729	Cancelled	SpotX, Inc.
spot  change	86299275	4694896	Cancelled	SpotX, Inc.

Trademark	App. No.	Reg. No.	Status	Owner(s)
PROGRAMMATCH	86255743	4662578	Cancelled	SpotXchange, Inc. and Magnite, Inc.
LEADING THE AUTOMATION OF ADVERTISING	86298247	4937397	Cancelled	The Rubicon Project, Inc. and Magnite, Inc.

Reel/Frame 7385/0799

Trademark	App. No.	Reg. No.	Status	Owner
DIRECTCONNECT	87633073	5816535	Registered	SpringServe, Inc. ¹
BROADFALL	87631680	5746478	Registered	SpringServe, Inc. ²
SPRINGSERVE	87632341	5459088	Registered	SpringServe, Inc. ³

¹ Merger from SpringServe, Inc. to Magnite, Inc. recorded on October 5, 2023 at Reel/Frame 8218/0748

² Merger from SpringServe, Inc. to Magnite, Inc. recorded on October 5, 2023 at Reel/Frame 8218/0748

³ Merger from SpringServe, Inc. to Magnite, Inc. recorded on October 5, 2023 at Reel/Frame 8218/0748