

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620137

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900579606		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACUITYADS INC.		11/09/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive; HG-150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6182586	SKIPSTREAM	
<b>Registration Number:</b>	5844120	TRUE REACH	
<b>Registration Number:</b>	5301898	SHARE OF ATTENTION	
<b>Registration Number:</b>	5306911	SHARE OF ATTENTION	
<b>Serial Number:</b>	88884976	ILLUMIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165925009		
<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>	2165925000		
<b>Email:</b>	patents@tuckerellis.com		
<b>Correspondent Name:</b>	tucker ellis, llp		
<b>Address Line 1:</b>	950 Main Ave, Suite 1100		
<b>Address Line 4:</b>	Cleveland, OHIO 44113		
<b>ATTORNEY DOCKET NUMBER:</b>	014960-008010		
<b>NAME OF SUBMITTER:</b>	M.David Galin		
<b>SIGNATURE:</b>	/M.David Galin/		
<b>DATE SIGNED:</b>	01/13/2021		

**Total Attachments: 6**

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**FIRST AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Amended and Restated Intellectual Property Security Agreement (this "Amendment") is made as of November 9, 2020, by and between (i) SILICON VALLEY BANK, a California corporation ("Bank") and (ii) (a) ACUITYADS INC., an Ontario corporation, (b) ACUITYADS US INC., a New York corporation and (c) 140PROOF, INC., a New York corporation (AcuityAds Inc., AcuityAds US Inc. and 140Proof Inc. are referred to herein, each and together, jointly and severally, as "Grantor").

**Recitals**

A. Grantor and Bank have previously entered into that certain Second Amended and Restated Loan and Security Agreement dated as of April 14, 2020, as further amended by a certain First Amendment to Second Amended and Restated Loan and Security Agreement dated as of the date of this Amendment.

B. To secure its obligations and liabilities to Bank, Grantor previously granted Bank a security interest in the Intellectual Property Collateral pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as of April 14, 2020 (as may be amended, modified, restated, replaced, or supplemented from time to time, the "IP Security Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning as in the IP Security Agreement.

C. Grantor and Bank have agreed to enter into this Amendment to amend certain schedules to the IP Security Agreement.

NOW, THEREFORE, GRANTOR AND BANK AGREE AS FOLLOWS:

A. MODIFICATION TO THE IP SECURITY AGREEMENT. Exhibit C to the IP Security Agreement is hereby deleted in its entirety and replaced with Schedule A attached hereto.

B. RATIFICATION OF IP SECURITY AGREEMENT. Grantor hereby ratifies, confirms and reaffirms, all and singular, the terms and conditions of the IP Security Agreement, and acknowledges, confirms and agrees that the IP Security Agreement contains an accurate and complete listing of all Intellectual Property Collateral (as such listed is amended hereby) and shall remain in full force and effect.

C. COUNTERSIGNATURE. This Amendment shall become effective only when it shall have been executed by Grantor and Bank.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

**GRANTOR:**

ACUITYADS INC.



By: Jonathan Pollack  
Title: Chief Financial Officer

140PROOF, INC.



By: Jonathan Pollack  
Title: Chief Financial Officer

ACUITYADS US INC.



By: Jonathan Pollack  
Title: Chief Financial Officer

**BANK:**

SILICON VALLEY BANK



By: Christopher Leary  
Title: Director

**SCHEDULE A**






**EXHIBIT C**

Trademarks

**AcuityAds Inc. – United States**

	<b>Mark</b>	<b>Application #</b>	<b>Registration #</b>
1	<b>SKIPSTREAM</b>	88302861	6182586
2	<b>ILLUMIN</b>	88884976	
3	<b>TRUE REACH</b>	88302859	5844120
4	<b>SHARE OF ATTENTION</b>	86499466	5301898
5	<b>SHARE OF ATTENTION</b>	86499468	5306911

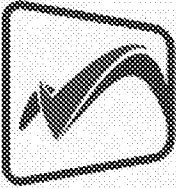


**AcuityAds US Inc. – United States**

	<b>Mark</b>	<b>Application #</b>	<b>Registration #</b>
1	 <b>VISIBLE MEASURES</b>	77818666	3777533
2	<b>Earned Media Potential</b>	85287119	4782142
4	<b>Choice-based Media</b>	85287123	4675606
5	 <b>VIEWABLE MEDIA</b>	86135639	4556028
6	<b>VTV</b>	86155078	4620036
7		86263135	4655845
8	 <b>Visible MEASURES FABRIC</b>	86283624	4737850
9	<b>FABRIC</b>	86283638	4726520
10		86283668	4742198

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11	NATIVE SELECT	86480828	4785766
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**AcuityAds US Inc. – Canada**

	Mark	Application #	Registration #
1		1486636	810066
2	VISIBLE MEASURES	1486638	812728
3	SHARE OF CHOICE	1512845	874393
4	EARNED MEDIA ATTRIBUTION	1512846	874394
5	VIEWABILITY	1546218	895036
6	EARNED MEDIA NETWORK	1546220	874564
7	VIEWABLE	1546221	895037
8	EARNED MEDIA POTENTIAL	1546223	895038
9	CHOICE-BASED MEDIA	1546224	895041
10	VIEWABLE MEDIA	1546225	895047
11		1642039	903571
12	TRUE REACH	1642045	912185
13		1694440	940827
14		1702374	937225
15	FABRIC	1702376	937224
16		1702422	936847

17	ILLUMIN	2025166	
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**140 Proof, Inc. – United States**

	Mark	Application #	Registration #
1	140 Proof	77914290	3837433

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