

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnite, Inc.		04/30/2021	Corporation: DELAWARE
Magnite CTV, Inc.		04/30/2021	Corporation: DELAWARE
SpotX, Inc.		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5181964		
Registration Number:	5389445	CHANGING ADVERTISING FOR GOOD	
Registration Number:	4937397	LEADING THE AUTOMATION OF ADVERTISING	
Registration Number:	5552878	NROUTE	
Registration Number:	4928933	NTOGGLE	
Registration Number:	4928932	NTOGGLE	
Registration Number:	4045954	REVV	
Registration Number:	4599006	RUBICON	
Registration Number:	4691342	RUBICON PROJECT	
Registration Number:	5181965	RUBICON PROJECT	
Registration Number:	4421772	RUBICON PROJECT	
Registration Number:	3927526	THE RUBICON PROJECT	
Registration Number:	4662578	PROGRAMATCH	
Registration Number:	5151729	AUDIENCE EVERYWHERE	
Registration Number:	5602698	TELARIA	
Registration Number:	4694896	SPOTXCHANGE	
Registration Number:	4881177	SPOTX	

OP \$565.00 5181964

Property Type	Number	Word Mark
Serial Number:	90441914	M
Serial Number:	90441740	MAGNITE
Serial Number:	90157604	MAGNITE
Serial Number:	90273090	X
Serial Number:	90273108	SPOTX

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1365382 TM
NAME OF SUBMITTER:	Adam Siegel
SIGNATURE:	/Adam Siegel/
DATE SIGNED:	04/30/2021

Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 30, 2021 (this “*Agreement*”), made by MAGNITE, INC., a Delaware corporation, MAGNITE CTV, INC., a Delaware corporation, and SPOTX, INC., a Delaware corporation (each a “*Pledgor*”), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among Magnite, Inc., a Delaware corporation (the “*Borrower*”), each Subsidiary Loan Party listed on the signature pages thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof, as Pledgors (as defined therein), and Goldman Sachs Bank USA, as collateral agent (together with its permitted successors and permitted assigns in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of its Secured Obligations, each Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “*IP Collateral*”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. **THIS AGREEMENT 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 AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

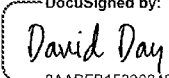
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

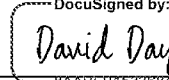
MAGNITE, INC.

By:  DocuSigned by:
8AABFB15338818F
Name: David Day
Title: Chief Financial Officer

MAGNITE CTV, INC.

 DocuSigned by:
8AABFB15338818F
Name: David Day
Title: President and Treasurer

SPOTX, INC.

 DocuSigned by:
8AABFB15338818F
Name: David Day
Title: President and Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

GOLDMAN SACHS BANK USA, as
Collateral Agent

By:

A handwritten signature in black ink, appearing to be 'REH', written over a horizontal line.

Name: Robert Ehudin

Title: Authorized Signatory



[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007275 FRAME: 0792


Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Magnite, Inc.

U.S. Trademark Registrations

<u>Title</u>	<u>Registration No.</u>
	5181964
CHANGING ADVERTISING FOR GOOD	5389445
LEADING THE AUTOMATION OF ADVERTISING	4937397
NROUTE	5552878
NTOGGLE	4928933
NTOGGLE	4928932
REVV	4045954
RUBICON	4599006
RUBICON PROJECT	4691342
RUBICON PROJECT	5181965
	4421772
THE RUBICON PROJECT	3927526
PROGRAMATCH	4662578
AUDIENCE EVERYWHERE	5151729

U.S. Trademark Applications

<u>Title</u>	<u>Application No.</u>
	90441914
Magnite	90441740
MAGNITE	90157604


Trademarks Owned by Magnite CTV, Inc.

U.S. Trademark Registrations


<u>Title</u>	<u>Registration No.</u>
TELARIA	5602698

Trademarks Owned by SpotX, Inc.

U.S. Trademark Registrations

<u>Title</u>	<u>Registration No.</u>
PROGRAMATCH	4662578
	4694896
SPOTX	4881177
AUDIENCE EVERYWHERE	5151729

U.S. Trademark Applications

<u>Title</u>	<u>Application No.</u>
	90273090
SPOTX	90273108