

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI11889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAGNITE, INC.		02/06/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CITIBANK, N.A., AS COLLATERAL AGENT		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	7255482	MAGNITE	
Registration Number:	5389445	CHANGING ADVERTISING FOR GOOD	
Registration Number:	5552878	NROUTE	
Registration Number:	4599006	RUBICON	
Registration Number:	4691342	RUBICON PROJECT	
Registration Number:	4421772	RUBICON PROJECT	
Registration Number:	3927526	THE RUBICON PROJECT	
Registration Number:	6720485	INVENTORY ROUTER	
Registration Number:	7087970	MAGNITE	
Registration Number:	5816535	DIRECTCONNECT	
Registration Number:	5746478	BROADFALL	
Registration Number:	5459088	SPRINGSERVE	
Registration Number:	6418414	X	
Registration Number:	6418421	SPOTX	
Registration Number:	4881177	SPOTX	
Registration Number:	5602698	TELARIA	
Serial Number:	90441914	M	
Serial Number:	90441740	MAGNITE	
Serial Number:	98034758	CLEARLINE	

OP \$490.00.00 90157604

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: 2023704750**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Jay daSilva**Address Line 1:** 1025 Connecticut Avenue NW**Address Line 2:** Suite 712**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2263829 TM
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NAME OF SUBMITTER:	Andrew Hackett
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SIGNATURE:	Andrew Hackett
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DATE SIGNED:	02/07/2024
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Total Attachments: 5

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 6, 2024 (this “*Agreement*”), made by Magnite, Inc., a Delaware corporation (the “*Pledgor*”), in favor of CITIBANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of February 6, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among Magnite, Inc., a Delaware corporation (the “*Borrower*”) and each Subsidiary Loan Party that becomes a party thereto after the date thereof, as Pledgors (as defined therein), and Citibank, N.A., 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, the 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 the 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 the 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. The 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 any number of counterparts, each of which shall be deemed an original and all of which, when taken

together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

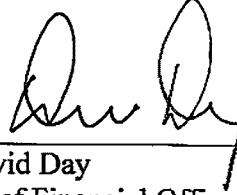
SECTION 5. *Governing Law.* THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[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: _____

A handwritten signature in black ink, appearing to read 'David Day', written over a horizontal line.


Name: David Day

Title: Chief Financial Officer

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

TRADEMARK
REEL: 008340 FRAME: 0109

CITIBANK, N.A., as Collateral Agent

By: 
Name: Nathan Flamsik
Title: SVP

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


Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Magnite, Inc.

U.S. Trademark Registrations

<u>Registered Owner</u>	<u>Title</u>	<u>Registration No.</u>
Magnite, Inc.	MAGNITE	7255482
Magnite, Inc.	CHANGING ADVERTISING FOR GOOD	5389445
Magnite, Inc.	NROUTE	5552878
Magnite, Inc.	RUBICON	4599006
Magnite, Inc.	RUBICON PROJECT	4691342
Magnite, Inc.		4421772
Magnite, Inc.	THE RUBICON PROJECT	3927526
Magnite, Inc.	INVENTORY ROUTER	6720485
Magnite, Inc.	MAGNITE	7087970
Magnite, Inc.	DIRECTCONNECT	5816535
Magnite, Inc.	BROADFALL	5746478
Magnite, Inc.	SPRINGSERVE	5459088
Magnite, Inc. (successor in interest to SpotX, Inc.)*		6418414
Magnite, Inc. (successor in interest to SpotX, Inc.)*	SPOTX	6418421
Magnite, Inc. (successor in interest to SpotX, Inc.)*	SPOTX	4881177
Magnite, Inc. (successor in interest to Magnite CTV, Inc.)**	TELARIA	5602698

U.S. Trademark Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application No.</u>
Magnite, Inc.		90441914
Magnite, Inc.	Magnite	90441740
Magnite, Inc.	CLEARLINE	98034758

* SpotX, Inc. was merged with and into Magnite, Inc. on December 31, 2022.

** Magnite CTV, Inc. was merged with and into Magnite, Inc. on December 31, 2022.