

# PATENT ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Mediamath, Inc.	07/15/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11896806
Application Number:	13076276
Application Number:	13076278
Application Number:	13076279
Application Number:	13076280
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(302)636-5454
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	202-408-3121 x2348
<b>Email:</b>	jpaterso@cscinfo.com
<b>Correspondent Name:</b>	Corporation Service Co.-J. Paterson
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005
<b>ATTORNEY DOCKET NUMBER:</b>	857643-5
<b>NAME OF SUBMITTER:</b>	Jean Paterson

CH \$200.00 11896806

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**PATENT**  
**REEL: 026648 FRAME: 0764**

**Total Attachments: 6**

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**PATENT**

**REEL: 026648 FRAME: 0765**

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

This Second Amendment to Amended and Restated Intellectual Property Security Agreement (the "Amendment") is effective as of July 15, 2011 by and between **MEDIAMATH, INC.**, a Delaware corporation with its chief executive office located at 535 Fifth Avenue, 27th Floor, New York, New York 10017 (the "Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 535 Fifth Avenue, 27th Floor, New York, New York 10017 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**WITNESSETH:**

WHEREAS, the Grantor executed and delivered an Amended and Restated Intellectual Property Security Agreement dated as of December 14, 2009, as amended by a First Amendment to Amended and Restated Intellectual Property Security Agreement dated as of June 14, 2010 (as may be further amended, hereinafter, the "IP Agreement") in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank upon the terms of the IP Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
  - a. Exhibit B and Exhibit C to the IP Agreement are hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit A annexed hereto and incorporated herein by reference.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
  - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

- c. As required by the IP Agreement, the Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

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

GRANTOR:

MEDIAMATH, INC.

By \_\_\_\_\_  
Name: Chae J. Kim  
Title: CEO

BANK:

SILICON VALLEY BANK

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

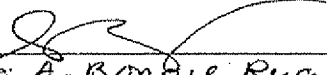
GRANTOR:

MEDIAMATH, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By  \_\_\_\_\_  
Name: A. Bonale Ryan  
Title: Vice President

**EXHIBIT A**

Additional IP to be added to the following Exhibits:

**EXHIBIT B -- Patents**

<b><u>PATENT DESCRIPTION</u></b>	<b><u>APPLICATION NO./ REGISTRATION NO.</u></b>	<b><u>Date</u></b>
System and method for dynamic online advertisement creation and management	Appl No. 11896806	6-Sept-2007 (filing date)
System and Methods for Providing a Demand Side Platform	Appl No. 13/076276	30-March-2011 (filing date)
System and Methods for Attribution of a Conversion to an Impression Via a Demand Side Platform	Appl No 13/076278	30-March-2011 (filing date)
System and Methods for Using Server Side Cookies by a Demand Side Platform	Appl No 13/076279	30-March-2011 (filing date)
System and Methods for Integration and Anonymization of Supplier Data	Appl No 13/076280	30-March-2011 (filing date)

**EXHIBIT C -- Trademarks/Service marks**

<b><u>TRADEMARK DESCRIPTION</u></b>	<b><u>APPLICATION NO. / REGISTRATION NO.</u></b>	<b><u>Date</u></b>
MEDIAMATH	Reg No. 3,898,681	4-Jan-2011
TERMINAL ONE	Reg No. 3,810,224	29-Jun-2010
MATHTAG	Reg No. 3,898,682	4-Jan-2011
MATHSERVE	Appl No. 77/864,755	4-Nov-2009 (filing date)