

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MEDIAMATH, INC.	09/03/2015
ADROIT DS, LLC	09/03/2015
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT
Street Address:	275 GROVE STREET
Internal Address:	SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8688522
Application Number:	13076280
Application Number:	13076279
Application Number:	13076278
Application Number:	13076276
Application Number:	13185236
Application Number:	13178363
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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>	
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Correspondent Name:	DARLENA BARI STARK
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ATTORNEY DOCKET NUMBER:	F158351
NAME OF SUBMITTER:	ANDREW NASH

PATENT

SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	09/21/2015
Total Attachments: 6 source=Closing Copy (2015) - Patent Security Agreement#page1.tif source=Closing Copy (2015) - Patent Security Agreement#page2.tif source=Closing Copy (2015) - Patent Security Agreement#page3.tif source=Closing Copy (2015) - Patent Security Agreement#page4.tif source=Closing Copy (2015) - Patent Security Agreement#page5.tif source=Closing Copy (2015) - Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Agreement**"), dated as of September 3, 2015, is entered into by and among **MEDIAMATH, INC.**, a Delaware corporation ("**MediaMath**"), **ADROIT DS, LLC**, a Delaware limited liability company ("**Adroit**", and together with MediaMath, individually and collectively, jointly and severally, the "**Grantor**"), and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent, pursuant to (i) that certain Subordinated Guarantee and Collateral Agreement, dated as of September 3, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Guarantee and Collateral Agreement**"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Subordinated Credit Agreement, dated as of September 3, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), by and among the Grantor, the Assignee and certain lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered U.S. Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Patents listed on Schedule A hereto.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

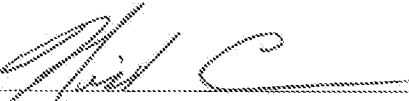
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: Nick Christian

Title: Director

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

[Signature Page to Patent Security Agreement]

GRANTOR:

MEDIAMATH, INC.

By: Jeffrey W. Davis

Name: Jeffrey W. Davis

Title: SVP Corp Accounting
Assistant Treasurer

ADROIT DS, LLC

By: Jeffrey W. Davis

Name: Jeffrey W. Davis

Title: SVP Corp Accounting
Assistant Treasurer

Address of Grantor:

MediaMath, Inc.

Adroit DS, LLC

1440 Broadway, 21st Floor

New York, New York 10018

[Signature Page to Patent Security Agreement]

Schedule A to PATENT SECURITY AGREEMENT

[BC/Borrower to update/confirm.]

Issued Patents

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
MediaMath, Inc.	United States	8688522	04/01/2014	Judith Ann Gern; Ming-Lun Tung; Wenni Wang	System and method for dynamic online advertisement creation and management

Pending Patent Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
MediaMath, Inc.	United States	13076280	03/30/2011	Gregory D. Williams; Leo T. Craig; Joseph M. Zawadzki; Paul M. Mason; Roland G. Cozzolino.	Systems and methods for integration and anonymization of supplier data
MediaMath, Inc.	United States	13076279	03/30/2011	Yehuda Ari Buchalter; Paul M. Mason; Leo T. Craig; Joseph M. Zawadzki; Roland G. Cozzolino	Systems and methods for using server side cookies by a demand side platform
MediaMath, Inc.	United States	13076278	03/30/2011	Gregory D. Williams; Paul M. Mason; Yehuda Ari Buchalter; Leo T. Craig; Roland C. Cozzolino	Systems and methods for attribution of a conversion to an impression via a demand side platform
MediaMath, Inc.	United States	13076276	03/30/2011	Yehuda Ari Buchalter; Roland G. Cozzolino; Joseph M. Zawadzki	Systems and methods for providing a demand side platform

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
MediaMath, Inc.	United States	13185236	07/18/2011	Yehuda Ari Buchalter	Systems and methods for determining competitive market values of an ad impression
MediaMath, Inc.	United States	13178363	07/07/2011	Joshua Hernandez; William Guschwan; Justin C. Moore.	In-game advertising platform