

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3669835

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
APPNEXUS YIELDEX LLC	12/18/2015
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT
Street Address:	535 FIFTH AVENUE
Internal Address:	27TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	13167391
Application Number:	13167474
Application Number:	13167590
Application Number:	14248250
Application Number:	12628958
Application Number:	11743962
Application Number:	14671832
Application Number:	14682394
Application Number:	14682464
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>	
Phone:	202-370-4750
Email:	ipteam@nationalcorp.com
Correspondent Name:	DWAYNE C. HOUSTON
Address Line 1:	1025 VERMONT AVENUE NW, SUITE 1130
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F160324

PATENT

NAME OF SUBMITTER:	JAMES WON
SIGNATURE:	/James Won/
DATE SIGNED:	12/22/2015
Total Attachments: 6 source=Patent Security Agreement (Appnexus YieldEx)#page1.tif source=Patent Security Agreement (Appnexus YieldEx)#page2.tif source=Patent Security Agreement (Appnexus YieldEx)#page3.tif source=Patent Security Agreement (Appnexus YieldEx)#page4.tif source=Patent Security Agreement (Appnexus YieldEx)#page5.tif source=Patent Security Agreement (Appnexus YieldEx)#page6.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "*Agreement*"), dated as of December 18, 2015, is entered into by and among **APPNEXUS YIELDEX LLC**, a Delaware limited liability company (the "*Grantor*"), and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 22, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, including pursuant to the Assumption Agreement dated as of the date hereof by the Grantor in favor of the Administrative Agent, 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 Credit Agreement, dated as of July 22, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), by and among AppNexus, Inc., 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 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, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "*Patents*" means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Patents existing as of the date hereof.

(c) 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. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

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 electronic transmission shall be equally effective as delivery of an original 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: Alan Durr

Name: Claudia Canale

Title: Director

Address of Assignee:

Silicon Valley Bank
535 Fifth Avenue, 27th Floor
New York, New York 10017

GRANTOR:

APPNEXUS YIELDEX LLC

By: _____

Name: Brian O'Kelley

Title: Chief Executive Officer

Address of Grantor:

28 West 23rd Street, 4th -5th Floors
New York, New York 10010

{Signature Page to Patent Security Agreement}

Issued Patents

Title	App. No.	Issue/Filing Date	Status
NETWORK-BASED SYSTEMS AND METHODS FOR DEFINING AND MANAGING MULTI-DIMENSIONAL, ADVERTISING IMPRESSION INVENTORY	US 13/167,391	3/5/2013	Grant
NETWORK-BASED SYSTEMS AND METHODS FOR DEFINING AND MANAGING MULTI-DIMENSIONAL, ADVERTISING IMPRESSION INVENTORY	US 13/167,474	4/2/2013	Grant
NETWORK-BASED SYSTEMS AND METHODS FOR DEFINING AND MANAGING MULTI-DIMENSIONAL, ADVERTISING IMPRESSION INVENTORY	US 13/167,590	6/23/2011	Application
NETWORK-BASED SYSTEMS AND METHODS FOR DEFINING AND MANAGING MULTI-DIMENSIONAL, ADVERTISING IMPRESSION INVENTORY	US 14/248,250	4/8/2014	Application
METHOD AND APPARATUS FOR MAXIMIZING PUBLISHER REVENUE	US 12/628,958	10/2/2012	Grant
NETWORK-BASED SYSTEMS AND METHODS FOR DEFINING AND MANAGING MULTI-DIMENSIONAL, ADVERTISING IMPRESSION INVENTORY	US 11/743,962	5/3/2007	Application
NETWORK-BASED SYSTEMS AND METHODS FOR	US 14/671,832	3/27/2015	Application

DEFINING AND MANAGING MULTI- DIMENSIONAL, ADVERTISING IMPRESSION INVENTORY			
NETWORK-BASED SYSTEMS AND METHODS FOR DEFINING AND MANAGING MULTI- DIMENSIONAL, ADVERTISING IMPRESSION INVENTORY	US 14/682,394	4/9/2015	Application
NETWORK-BASED SYSTEMS AND METHODS FOR DEFINING AND MANAGING MULTI- DIMENSIONAL, ADVERTISING IMPRESSION INVENTORY	US 14/682,464	4/9/2015	Application