

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4516175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ZBT ACQUISITION CORP.	07/14/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC
<b>Internal Address:</b>	500 FIRST AVENUE
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15380815
<b>Application Number:</b>	15367579
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)832-5619
<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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<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103
<b>ATTORNEY DOCKET NUMBER:</b>	074658-16050
<b>NAME OF SUBMITTER:</b>	TIMOTHY D. PECSENYE
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	07/24/2017
<b>Total Attachments: 4</b>	
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
PATENTS  
July 14, 2017

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Revolving Credit, Guaranty and Security Agreement, dated as of July 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ZETA GLOBAL CORP. (f/k/a ZETA INTERACTIVE CORP.), a Delaware corporation (the "Company"), ZETA INTERACTIVE, LLC, a Delaware corporation ("Zeta LLC"), ZETAXCHANGE, LLC, a Delaware limited liability company ("ZetaXchange"), SPIRE VISION HOLDINGS, INC., a Delaware corporation ("SpireVision Holdings"), SPIRE VISION, LLC, a Delaware limited liability company ("Spire Vision"), ORIGIN INTERACTIVE GROUP, LLC, a Delaware limited liability company ("Origin"), LEVELLOCITY, LLC, a Delaware limited liability company ("Levelocity"), ACXIOM DIGITAL, INC., a Delaware corporation ("Acxiom Digital"), and ACXIOM DIRECT, INC., a Tennessee corporation ("Acxiom Direct"), and collectively together with the Company, Zeta LLC, ZetaXchange, SpireVision Holdings, Spire Vision, Origin, Levelocity, Acxiom Digital, and each other Person joined to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), ZETA GLOBAL HOLDINGS CORP. (f/k/a ZETA INTERACTIVE HOLDINGS CORP.), a Delaware corporation ("Holdings") and each other Subsidiary of Holdings party to the Credit Agreement as a guarantor (together with Holdings and each other Person joined to the Credit Agreement as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor"), and together with Borrowers, collectively, the "Credit Parties", and each a "Credit Party"), the financial institutions party to the Credit Agreement from time to time as lenders (the "Lenders"), and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent"), the undersigned (the "Grantor") has granted a continuing security interest in and continuing lien upon, the patents, patent licenses and patent applications shown on Schedule 1 attached hereto (the "Patents") to the Agent for the ratable benefit of the Lenders and the Grantor hereby grants to the Agent for the ratable benefit of the Lenders a continuing security interest in, and a right to set off against, any and all right, title and interest of the undersigned Grantor in and to the Patents. Capitalized terms not herein defined shall have the meaning ascribed to such terms in the Credit Agreement.

The undersigned Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the Patents (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any patent, patent license or patent application. Upon the termination of the security interest in the Patents, pursuant to the terms of the Credit Agreement, the Agent shall execute all documents, make all filings and take all other actions necessary to evidence and record the release of the security interests in the Patents.

[Signature Page Follows]

Very truly yours,

ZBT ACQUISITION CORP,  
a Delaware corporation

By: 

Name: Steven Vine

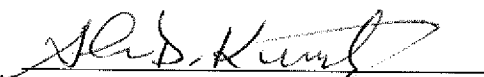
Title: Secretary

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

**PATENT**  
**REEL: 043073 FRAME: 0253**

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Glenn D. Kreuzer  
Title: Senior Vice President

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

**PATENT**  
**REEL: 043073 FRAME: 0254**

**SCHEDULE 1**

**Patent Applications**

<b>Title</b>	<b>Patent Application Number</b>	<b>Date Filed</b>
Dynamic Content Delivery Via Email	15/380,815	December 15, 2016
Method and Apparatus for Real Time Personalization	15/367,579	December 2, 2016