

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5085261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SIZMEK TECHNOLOGIES, INC.	08/06/2018
X PLUS ONE SOLUTIONS, INC.	08/06/2018
ROCKET FUEL INC.	08/06/2018

RECEIVING PARTY DATA

Name:	CERBERUS BUSINESS FINANCE, LLC
Street Address:	875 THIRD AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7313622
Patent Number:	7853700
Patent Number:	9785974
Patent Number:	9875485
Application Number:	12551603
Application Number:	12873051
Application Number:	13007124
Application Number:	13221623
Application Number:	15655504
Application Number:	15879351

CORRESPONDENCE DATA

Fax Number: (310)407-4090

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.

Email: rsmith@ktbslaw.com

Correspondent Name: ROBERT SMITH

Address Line 1: 1999 AVENUE OF THE STARS, 39TH FLOOR

Address Line 4: LOS ANGELES, CALIFORNIA 90049

NAME OF SUBMITTER:	ROBERT SMITH
SIGNATURE:	/rjs/
DATE SIGNED:	08/07/2018
Total Attachments: 3 source=Sizmek - Assignment for Security - Patents (First Lien) [Execution Version]#page1.tif source=Sizmek - Assignment for Security - Patents (First Lien) [Execution Version]#page2.tif source=Sizmek - Assignment for Security - Patents (First Lien) [Execution Version]#page3.tif	

ASSIGNMENT FOR SECURITY - - PATENTS

August 6, 2018

WHEREAS, Sizmek Technologies Inc., a Delaware corporation, X Plus One Solutions, Inc. a Delaware Corporation and Rocket Fuel Inc., a Delaware corporation (collectively, the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated September 6, 2017 (together with all exhibits and schedules thereto, as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Patent Collateral"), to secure the payment, performance and observance of the Secured Obligations;

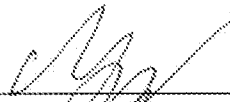
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Patent Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the provisions of this Assignment for Security and the Security Agreement, the Security Agreement shall control.

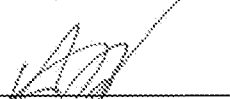
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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.


SIZMEK TECHNOLOGIES, INC.

By: 
Name: Mark Grether
Title: President

X PLUS ONE SOLUTIONS, INC.

By: 
Name: Mark Grether
Title: President

ROCKET FUEL INC.

By: 
Name: Mark Grether
Title: President

[Signature Page to Assignment for Security – Patents]

SCHEDULE A TO ASSIGNMENT FOR SECURITY

REGISTERED PATENTS

Patent Number	Grant Date	Patent Name	Application Date	Current Owner of Record
7,313,622	12/25/2007	Online System and Method for Dynamic Segmentation and Content Presentation	11/7/2001	X Plus One Solutions, Inc.
7,853,700	12/14/2010	Online System and Method for Dynamic Segmentation and Content Presentation	12/20/2007	X Plus One Solutions, Inc.
9,785,974	10/10/2017	Identifying Mobile Application Installations	4/18/2014	Rocket Fuel Inc.
9,875,485	1/23/2018	First Party Cookie Attribution	6/26/2017	Rocket Fuel Inc.

PATENT APPLICATIONS

Application Number	Application Date	Patent Name	Owner Of Record
12/551,603	9/1/2009	METHOD AND A SYSTEM FOR ADVERTISING	Sizmek Technologies, Inc.
12/873,051	8/31/2010	SYSTEM AND METHOD FOR SEMANTIC ADVERTISING ON SOCIAL NETWORKING PLATFORMS	Sizmek Technologies, Inc.
13/007,124	1/14/2011	SYSTEM AND METHOD FOR PROVIDING PERSONALITY BASED CONTENT AND ADVERTISEMENT	Sizmek Technologies, Inc.
13/221,623	8/30/2011	SYSTEM AND METHOD FOR ASSOCIATING A DEMOGRAPHIC ATTRIBUTE WITH A CONTENT OBJECT	Sizmek Technologies, Inc.
15/655,504	7/20/2017	Distributing Media Content Via Media Channels Based on Associated Content Being Provided Over Other Media Channels	Sizmek Technologies, Inc.
15/879,351	1/24/2018	Dynamic Website Content Optimization	Rocket Fuel Inc.