

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5171768

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MEDIAMATH, INC.	10/02/2018
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	2001 ROSS AVE., SUITE 2800
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15667507
Application Number:	62628056
Application Number:	15981401
Application Number:	16033090
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
<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:	3128637198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	NANCY BROUGHER, PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 EAST MONROE, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6262.033
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	10/03/2018
Total Attachments: 5	
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PATENT

REEL: 047057 FRAME: 0597

FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

THIS FIRST AMENDMENT ("Amendment") to that certain PATENT SECURITY AGREEMENT dated as of May 31, 2017 (the "Patent Security Agreement"), by and between MEDIAMATH, INC., a Delaware corporation ("Grantor"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for the Secured Parties ("Collateral Agent") is dated as of October 2, 2018.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of May 31, 2017, by and among Grantor, certain subsidiaries of Grantor party thereto, the lenders party thereto from time to time (the "Lenders"), Goldman Sachs Bank USA, as Administrative Agent and Santander Bank, N.A., as Revolver Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make extensions of credit and other financial accommodations to the Grantor;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of May 31, 2017, by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Patents of Grantor, whether now owned or existing or hereafter acquired or arising, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement;

WHEREAS, since the date of Grantor's execution of the Patent Security Agreement, Grantor has acquired interests in additional Patents (the "New Patents"); and

WHEREAS, pursuant to the Security Agreement, the parties agree to amend the Patent Security Agreement to confirm inclusion of such New Patents.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. SCHEDULES. Schedule A to the Patent Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Patents scheduled on Schedule I attached hereto.

3. EFFECT OF AMENDMENT. Except as expressly amended by this Amendment, the terms of the Patent Security Agreement shall remain in full force and effect as executed.

4. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

5. GOVERNING LAW. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDIAMATH, INC., as Grantor

By: 
Name: Peter Piazza
Title: General Counsel

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA, as Collateral
Agent

By: 

Name: Greg Watts

Title: Authorized Signatory

SCHEDULE I

Patents

Title	Grantor	App. No.	Filing Date
METHODS, SYSTEMS, AND DEVICES FOR COUNTERFACTUAL-BASED INCREMENTALITY MEASUREMENT IN DIGITAL AD-BIDDING PLATFORM	MediaMath, Inc.	15/667507	8/2/2017
SYSTEMS, METHODS, AND DEVICES FOR MANAGEMENT OF CREATIVE ASSETS	MediaMath, Inc.	62/628056	2/8/2018
SYSTEMS, METHODS, AND DEVICES FOR DECREASING LATENCY AND/OR PREVENTING DATA LEAKAGE DUE TO ADVERTISEMENT INSERTION	MediaMath, Inc.	15/981401	5/16/2018
SYSTEMS AND METHODS FOR PROVIDING A DEMAND SIDE PLATFORM	MediaMath, Inc.	16/033090	7/11/2018

Schedule I