

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI9742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MAGNITE, INC.	02/06/2024
RECEIVING PARTY DATA	
Company Name:	CITIBANK, N.A., AS COLLATERAL AGENT
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	9076151
Patent Number:	9202248
Patent Number:	9208507
Patent Number:	8473346
Patent Number:	8472728
Patent Number:	9886718
Patent Number:	8554683
Patent Number:	8831987
Patent Number:	9898762
Patent Number:	11120479
Patent Number:	10861059
Patent Number:	11379881
Application Number:	16728713
Application Number:	16728739
CORRESPONDENCE DATA	
Fax Number:	
<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:	2023704750
Email:	ipteam@cogencyglobal.com

Correspondent Name:	Jay daSilva
Address Line 1:	1025 Connecticut Avenue NW
Address Line 2:	Suite 712
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2263829 PAT
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NAME OF SUBMITTER:	Andrew Hackett
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SIGNATURE:	Andrew Hackett
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DATE SIGNED:	02/07/2024
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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Total Attachments: 6

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of February 6, 2024 (this “**Agreement**”), made by MAGNITE, INC., a Delaware corporation (the “**Pledgor**”), in favor of CITIBANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of February 6, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among Magnite, Inc., a Delaware corporation (the “**Borrower**”) and each Subsidiary Loan Party that becomes a party thereto after the date thereof, as Pledgors (as defined therein), and Citibank, N.A., as collateral agent (together with its permitted successors and permitted assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of its Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of the Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “**IP Collateral**”):

all Patents of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor’s right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken

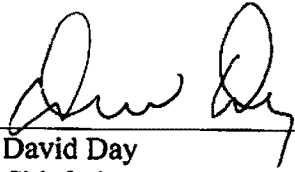
together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.

SECTION 5. *Governing Law.* THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

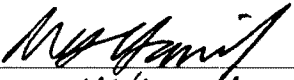
MAGNITE, INC.

By: 
Name: David Day
Title: Chief Financial Officer

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

PATENT
REEL: 066400 FRAME: 0546

CITIBANK, N.A., as Collateral Agent

By: 
Name: Nathan Hamsik
Title: SVP

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

Schedule I
to Notice of Grant of Security Interest in Patents

Patents Owned by Magnite, Inc.

U.S. Patent Registrations

<u>Registered Owner</u>	<u>Title</u>	<u>Patent No.</u>
Magnite, Inc.	GRAPHICAL CERTIFICATIONS OF ONLINE ADVERTISEMENTS INTENDED TO IMPACT CLICK-THROUGH RATES	9076151
Magnite, Inc.	AD MATCHING SYSTEM AND METHOD THEREOF	9202248
Magnite, Inc.	AD NETWORK OPTIMIZATION SYSTEM AND METHOD THEREOF	9208507
Magnite, Inc.	AD NETWORK OPTIMIZATION SYSTEM AND METHOD THEREOF	8473346
Magnite, Inc.	SYSTEM AND METHOD FOR IDENTIFYING AND CHARACTERIZING CONTENT WITHIN ELECTRONIC FILES USING EXAMPLE SETS	8472728
Magnite, Inc.	AUCTION FOR EACH INDIVIDUAL AD IMPRESSION	9886718
Magnite, Inc.	CONTENT SECURITY FOR REAL-TIME BIDDING	8554683
Magnite, Inc.	MANAGING BIDS IN A REAL-TIME AUCTION FOR ADVERTISEMENTS	8831987
Magnite, Inc.	MANAGING BIDS IN A REAL-TIME AUCTION FOR ADVERTISEMENTS	9898762
Magnite, Inc.	PLATFORM FOR PROGRAMMATIC ADVERTISING	11120479
Magnite, Inc. (successor in interest to SpringServe, Inc.)	SYSTEMS AND METHODS FOR SUPPLYING A VIDEO ADVERTISEMENT TO A PUBLISHER	10861059
Magnite, Inc. (successor in interest to SpringServe, Inc.)	SYSTEMS AND METHODS FOR PROVIDING VIDEO HEADER BIDDING TO A PUBLISHER	11379881

U.S. Patent Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application No.</u>
Magnite, Inc.	SYSTEMS AND METHODS FOR REAL-TIME OPTIMIZATION OF ADVERTISEMENT PLACEMENTS ON A WEBPAGE	16728713
Magnite, Inc.	SYSTEMS AND METHODS FOR REAL-TIME REVENUE AND COST ATTRIBUTION ASSOCIATED WITH USER ACQUISITION	16728739