

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302279

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDIAMATH, INC.		04/21/2014	CORPORATION: DELAWARE
ADROIT DS, LLC		04/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, as Administrative Agent		
<b>Street Address:</b>	275 Grove Street, Suite 2-200		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3691268	ACERNO THE ADD NETWORK	
<b>Registration Number:</b>	3426003	THE CUSTOMER CREATION COMPANY	
<b>Registration Number:</b>	3448281	ACERNO TRANSACTION MARKETPLACE	
<b>Registration Number:</b>	3422308	ACERNO	
<b>Registration Number:</b>	3422306	ACERNO	
<b>Registration Number:</b>	4284835	TAP.ME	
<b>Registration Number:</b>	4015716	ICOMPLISHMENTS	
<b>Registration Number:</b>	4015715	ICOMPLISHMENTS	
<b>Registration Number:</b>	4088536	TAP ME	
<b>Registration Number:</b>	3898682	MATHTAG	
<b>Registration Number:</b>	3810224	TERMINALONE	
<b>Registration Number:</b>	3898681	MEDIAMATH	
<b>Serial Number:</b>	86085231	TERMINALONE MARKETING OS	
<b>Serial Number:</b>	86085224	TERMINALONE MARKETING OPERATING SYSTEM	
<b>Serial Number:</b>	86085221	T1	
<b>Serial Number:</b>	86085214	ADROIT DIGITAL	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$415.00 3691268

**Fax Number:** 8004947512

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Joanna McCall

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F149476
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<b>NAME OF SUBMITTER:</b>	Andrew Nash
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<b>SIGNATURE:</b>	/Andrew Nash/
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<b>DATE SIGNED:</b>	04/22/2014
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of April 21, 2014, is entered into by and among **MEDIAMATH, INC.**, a Delaware corporation (“*MediaMath*”), **ADROIT DS, LLC**, a Delaware limited liability company (“*Adroit*”, and together with MediaMath, individually and collectively, jointly and severally, the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of April 21, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, 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 April 21, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Grantor, 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 U.S. Trademarks 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 Trademarks listed on Schedule A hereto (provided that no security interest shall be granted in United States “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, such “intent to use” trademark applications under applicable federal law), together with the goodwill symbolized thereby.

(b) 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.

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 facsimile or other electronic mail transmission shall be effective as delivery of a manually 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: Claudia Canales

Name: Claudia Canales

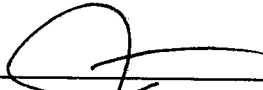
Title: VP

Address of Assignee:

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

GRANTOR:

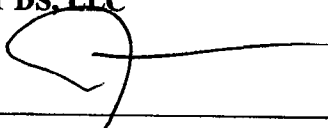
**MEDIAMATH, INC.**

By:  \_\_\_\_\_

Name: Joseph Zawadzki

Title: Chief Executive Officer

**ADROIT DS, LLC**

By:  \_\_\_\_\_

Name: Joseph Zawadzki

Title: Manager

Address of Grantor:

MediaMath, Inc.



Adroit DS, LLC

1440 Broadway, 21st Floor

New York, New York 10018

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Trademark	Registration Number	Registration Date
Adroit DS, LLC	United States		3691268	10/06/2009
Adroit DS, LLC	United States	THE CUSTOMER CREATION COMPANY	3426003	05/13/2008
Adroit DS, LLC	United States	ACERNO TRANSACTION MARKETPLACE	3448281	06/17/2008
Adroit DS, LLC	United States		3422308	05/06/2008
Adroit DS, LLC	United States	aCerno	3422306	05/06/2008
MediaMath, Inc.	United States	TAP.ME	4284835	02/05/2013
MediaMath, Inc.	United States	ICOMPLISHMENTS	4015716	08/23/2011
MediaMath, Inc.	United States	ICOMPLISHMENTS	4015715	08/23/2011
MediaMath, Inc.	United States	Tap Me	4088536	01/17/2012
MediaMath, Inc.	United States	MATHTAG	3898682	01/04/2011
MediaMath, Inc.	United States	TERMINALONE	3810224	06/29/2010
MediaMath, Inc.	United States	MEDIAMATH	3898681	01/04/2011

Trademark Applications

Grantor	Country	Trademark	Application Number	Application Date
MediaMath, Inc.	United States	TERMINALONE MARKETING OS	86085231	10/08/2013
MediaMath, Inc.	United States	TERMINALONE MARKETING OPERATING SYSTEM	86085224	10/08/2013
MediaMath, Inc.	United States	T1	86085221	10/08/2013
MediaMath, Inc.	United States	ADROIT DIGITAL	86085214	10/08/2013