

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374642

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A.		02/19/2016	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TI NEWCO LLC		
<b>Street Address:</b>	225 Liberty Street		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86432621	VIANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	rcsweeney@mintz.com		
<b>Correspondent Name:</b>	Robert Sweeney		
<b>Address Line 1:</b>	MINTZ LEVIN		
<b>Address Line 4:</b>	boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	46657-034		
<b>NAME OF SUBMITTER:</b>	Robert C. Sweeney		
<b>SIGNATURE:</b>	/Robert C. Sweeney/		
<b>DATE SIGNED:</b>	02/26/2016		
<b>Total Attachments: 6</b>			
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NOTICE OF ASSIGNMENT  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

February 19, 2016

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that, pursuant to that certain Agency Resignation, Appointment and Assumption Agreement dated as of February 9, 2016 among Bank of America, N.A., in its capacity as administrative agent for certain lenders (in such capacity, the "Resigning Agent"), TI Newco LLC, a Delaware limited liability company ("TI Newco"), in its capacity as successor administrative agent (in such capacity, the "Successor Agent"), and TI Newco, in its capacity as the sole lender, the Resigning Agent has assigned to the Successor Agent, who acknowledges such assignment by its signature below, all of the Resigning Agent's right, title and interest in its continuing security interest in and lien upon the trademarks, trademark licenses and trademark applications described in the Notice of Grant of Security Interest in Trademarks attached hereto as **Exhibit I**.

Very truly yours,

BANK OF AMERICA, N.A.,  
as Resigning Agent

By: 

Name: Carol M. Clements

Title: SVP

*[Signature page follows]*

Acknowledged and agreed:

TI NEWCO LLC

By: 

Name: Lawrence A. Jacobs

Title: Executive Vice President

*Notice of Assignment  
Signature Page*

**TRADEMARK  
REEL: 005739 FRAME: 0977**

**Exhibit I**

**Notice of Grant of Security Interest**

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARK

February 11, 2015

United States Patent and Trademark Office

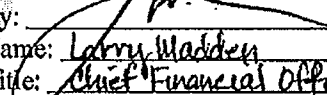
Ladies and Gentlemen:

Please be advised that, pursuant to the Security and Pledge Agreement dated as of September 6, 2013 (as the same may be amended, modified, restated or supplemented from time to time, the "*Security and Pledge Agreement*") by and among the Grantors from time to time party thereto (the "*Grantors*") and Bank of America, N.A., as Administrative Agent (the "*Administrative Agent*") for the Secured Parties referenced therein, the undersigned Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and lien upon the trademarks, trademark licenses and trademark applications described on Schedule 1 attached hereto.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks, trademark licenses and trademark applications described on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security and Pledge Agreement and (ii) is not to be construed as an assignment of any trademark, trademark license or trademark application.

Very truly yours,

INTERACTIVE MEDIA HOLDINGS, INC.

By:   
Name: Larry Madden  
Title: Chief Financial Officer

Acknowledged and accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARK

February 11, 2015

United States Patent and Trademark Office

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Very truly yours,

INTERACTIVE MEDIA HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By:   
Name: Robert Rittelmeyer  
Title: Vice President

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Schedule 1  
to  
Notice of Grant of Security Interest in Trademark

<u>U.S. Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Issue Date</u>	<u>Assignee</u>
VIANT	86/432,621	10/28/2014	Interactive Media Holdings, Inc.

Project Vision DR\04:02:2016 07:30  
KJWalsh@mintz.com  
CONFIDENTIAL

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