

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE TRADE DESK, INC.		03/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Agent		
Street Address:	One Court Square, 18th Floor		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11120		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4624432	THETRADEDESK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	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, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F162223		
NAME OF SUBMITTER:	Teresa L. McNally		
SIGNATURE:	/Teresa L. McNally/		
DATE SIGNED:	03/30/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of March 30, 2016 is made by the undersigned, THE TRADE DESK, INC. (the "Company"), to and in favor of CITIBANK, N.A., a national banking association ("Citibank"), acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (Citibank, when acting in such agency capacity, herein called the "Agent"), pursuant to a certain Loan and Security Agreement, dated of even date herewith, between the Company (together with each Person who hereafter becomes party thereto as a borrower, referred to hereinafter, individually and collectively, jointly and severally, as the "Borrowers" and each individually as a "Borrower"), each of the financial institutions identified as a "Lender" on Annex A attached thereto (together with its respective successors and assigns, and any Increasing Lender, each a "Lender" and, collectively, the "Lenders") and Agent (as it may be amended, modified, restated or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

WITNESSETH:

- A. The Company owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lenders propose to make certain loans to the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, the Company has granted to the Agent a security interest in the property described as Collateral therein, including, without limitation, all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, all as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Agent has required that the Company grant to the Agent a security interest in the Property (as herein defined);

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

- I. For purposes of this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill symbolized by the foregoing or connected therewith, and (E) all rights corresponding thereto throughout the world.

2. As security for all of the Obligations, the Company hereby grants and conveys a security interest to the Agent in all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties, including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, (a) the Property shall not include any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Property; and (b) the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Company shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Property.

3. Each party to this Agreement acknowledges and affirms that the security interests granted by the Company, and the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

4. This Agreement shall terminate upon termination of the Loan Agreement. Any termination or release of any rights with respect to any or all of the Property shall be in accordance with Section 11.10(b) of the Loan Agreement.
5. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark or other Property, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan Agreement with respect to such new Trademark or other Property. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks or other Property covered by Section 2 or by this Section 5.
6. The Company further agrees that (a) the Agent shall not have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in Section 7.15 of the Loan Agreement, (b) the Company shall forthwith advise the Agent regarding the Property as and when required pursuant to the terms of the Loan Agreement and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent may do so in the Company's name or in its own name, but in any case at the Company's expense in accordance with Section 12.4(a) of the Loan Agreement.
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

THE TRADE DESK, INC., a Delaware corporation

By: 

Name: Jeff Green

Title: Chief Executive Officer

[SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)]

TRADEMARK
REEL: 005761 FRAME: 0372

CITIBANK, N.A., as Agent

By: William H. Moul, Jr.
Name: William H. Moul, Jr.
Title: Authorized Signatory

[SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)]

TRADEMARK
REEL: 005761 FRAME: 0373

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>Name</u>	<u>Registration Number</u>	<u>Trademark</u>
The Trade Desk, Inc.	4624432	THETRADEDESK & Design

PENDING U.S. TRADEMARK APPLICATIONS

<u>Name</u>	<u>Application Number</u>
None.	