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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI1115

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA, AS AGENT		02/06/2024	Other: NEW YORK

RECEIVING PARTY DATA

Company Name:	MAGNITE, INC.
Street Address:	1250 BROADWAY, 15TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Corporation: DELAWARE
Company Name:	SPOTX, INC.
Street Address:	8181 ARISTA PLACE SUITE #400
City:	BROOMFIELD
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Corporation: DELAWARE
Company Name:	MAGNITE CTV, INC.
Street Address:	12181 BLUFF CREEK DRIVE, 4TH FLOOR
City:	PLAYA VISTA
State/Country:	CALIFORNIA
Postal Code:	90094
Entity Type:	Corporation: DELAWARE
Company Name:	SPRINGSERVE, INC.
Street Address:	44 WEST 28TH STREET, 4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number		Word Mark
Serial Number:	87585898	TELARIA	TRADEMARK —

900833288 REEL: 008337 FRAME: 0259

Property Type	Number	Word Mark
Serial Number:	90441740	MAGNITE
Serial Number:	90441914	M
Serial Number:	90157604	MAGNITE
Serial Number:	87264151	CHANGING ADVERTISING FOR GOOD
Serial Number:	87037197	NROUTE
Serial Number:	86557991	NTOGGLE
Serial Number:	86557987	NTOGGLE
Serial Number:	86298288	
Serial Number:	86298299	RUBICON PROJECT
Serial Number:	86298301	RUBICON PROJECT
Serial Number:	86975437	RUBICON
Serial Number:	85880770	RUBICON PROJECT
Serial Number:	77911890	THE RUBICON PROJECT
Serial Number:	77857782	REVV
Serial Number:	90273090	X
Serial Number:	90273108	SPOTX
Serial Number:	86648088	SPOTX
Serial Number:	86542998	AUDIENCE EVERYWHERE
Serial Number:	86299275	SPOTXCHANGE
Serial Number:	86255743	PROGRAMATCH
Serial Number:	86298247	LEADING THE AUTOMATION OF ADVERTISING
Serial Number:	87633073	DIRECTCONNECT
Serial Number:	87631680	BROADFALL
Serial Number:	87632341	SPRINGSERVE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: khadijah sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 4: washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2263467 ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/07/2024

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of February 6, 2024, is made by Goldman Sachs Bank USA, as Agent (as defined herein), in favor of Magnite, Inc., a Delaware corporation (the "Company"), SpotX, Inc., a Delaware corporation (which merged with and into the Company on December 31, 2022), Magnite CTV, Inc., a Delaware corporation (which merged with and into the Company on December 31, 2022) and SpringServe, Inc., a Delaware corporation (which merged with and into the Company on September 30, 2023) (together with the Company, collectively, the "Pledgors"). Unless otherwise defined herein or the context otherwise requires, terms used in this Release shall have the meanings assigned to such terms in the Collateral Agreement (as defined herein).

WHEREAS, pursuant to that certain (a) Credit Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Company, Goldman Sachs Bank USA, as administrative agent, collateral agent (in such capacity, the "Agent") and swingline lender, and each issuing bank and lender party thereto from time to time; (b) Collateral Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, each Subsidiary Loan Party from time to time party thereto and the Agent for the Secured Parties; and (c) (i) Notice of Grant of Security Interest in Trademarks, dated as of April 30, 2021 and (ii) Notice of Grant of Security Interest in Trademarks, dated as of August 10, 2021 (the "Trademark Security Agreements"), each executed by the relevant Pledgors in favor of the Agent, the Pledgors pledged and granted to the Agent a security interest in and continuing lien on all of the Pledgors' right, title and interest in, to and under the Trademarks listed on Schedule 1 attached hereto (the "Trademark Collateral");

WHEREAS, the security interest in the Trademark Collateral pledged and granted by the Pledgors to the Agent under the Trademark Security Agreements were recorded at the United States Patent and Trademark Office on (i) April 30, 2021, at Reel 7275, and Frame 0787 and (ii) August 11, 2021, at Reel 7385, and Frame 0799; and

WHEREAS, the Agent has agreed to irrevocably and fully terminate, release and discharge its entire security interest and lien on all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. The Agent hereby automatically, irrevocably, immediately and without further action fully releases and discharges all of its mortgages, liens and security interests in all of the Pledgors' right, title and interest in, to and under the Trademark Collateral, which had been granted under the Trademark Security Agreements and hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Trademark Collateral to the Pledgors.
- 2. The Agent authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.

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- 3. The Agent agrees, at the Pledgors' expense, to take all further actions, and provide to the Pledgors and their successors, assigns, designees and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Pledgors and their successors, designees, assigns and legal representatives may reasonably request in order to confirm or effectuate the purposes of this Release or record this Release.
- 4. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE, 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 RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

GOLDMAN SACHS BANK USA,

as the Agent

Name: Luke Qiu

Title: Authorized Signatory

Schedule 1 to Release of Security Interest in Trademarks

Reel/Frame 7275/0787

spot) Change 86299275	AUDIENCE EVERYWHERE 86542998	SPOTX 86648088	SPOTX 90273108	90273090	REVV 77857782	THE RUBICON PROJECT 77911890	/Ubico္ကို	RUBICON 86975437	RUBICON PROJECT 86298301	RUBICON PROJECT 86298299	$\bigcirc \bigcirc $	NTOGGLE 86557987	NTOGGLE 86557991	NROUTE 87037197	CHANGING ADVERTISING FOR GOOD 87264151	MAGNITE 90157604	90441914	MAGNITE 90441740	FELARIA 87585898	Trademark App. No.
)275	2998	3088	3108	3090	7782	1890)770	5437	301	3299	3288	7987	7991	7197	1151	7604	1914	1740	5898	No.
4694896	5151729	4881177	6418421	6418414	4045954	3927526	4421772	4599006	5181965	4691342	5181964	4928932	4928933	5552878	5389445	7255482			5602698	Reg. No.
Cancelled	Cancelled	Registered	Registered	Registered	Cancelled	Registered	Registered	Registered	Cancelled	Registered	Cancelled	Cancelled	Cancelled	Registered	Registered	Registered	Pending	Pending	Registered	Status
SpotX, Inc.	SpotX, Inc.	SpotX, Inc.	SpotX, Inc.	SpotX, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite, Inc.	Magnite CTV, Inc.	Owner(s)

Trademark	App. No.	Reg. No.	Status	Owner(s)
PROGRAMATCH	86255743	4662578	Cancelled	SpotXchange, Inc. and Magnite,
				Inc.
LEADING THE AUTOMATION OF	86298247	4937397	Cancelled	The Rubicon Project, Inc. and
ADVERTISING				Magnite, Inc.
ADVERTISING	86298247	4937397	Cancelled	The Rubicon Project, Inc. and Magnite, Inc.

ADVERTISING	00230247	4907097	Called	Magnite, Inc.
Reel/Frame 7385/0799				
Trademark	App. No.	Reg. No.	Status	Owner
DIRECTCONNECT	87633073	5816535	Registered	SpringServe, Inc. ¹
BROADFALL	87631680	5746478	Registered	SpringServe, Inc. ²
SPRINGSERVE	87632341	5459088	Registered	SpringServe, Inc. ³

RECORDED: 02/07/2024

Merger from SpringServe, Inc. to Magnite, Inc. recorded on October 5, 2023 at Reel/Frame 8218/0748
Merger from SpringServe, Inc. to Magnite, Inc. recorded on October 5, 2023 at Reel/Frame 8218/0748
Merger from SpringServe, Inc. to Magnite, Inc. recorded on October 5, 2023 at Reel/Frame 8218/0748