

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410688

<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>
ADTHEORENT, INC.		12/22/2016	Corporation: DELAWARE
ADTHEORENT ACQUISITION CORPORATION		12/22/2016	Corporation: DELAWARE
ADTHEORENT INTERMEDIATE HOLDING CORPORATION		12/22/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4395585	ADTHEORENT	
<b>Registration Number:</b>	4395587	ADTHEORENT	
<b>Registration Number:</b>	4395588	THE INTELLIGENT IMPRESSION	
<b>Registration Number:</b>	4572182	APPTIVATION	
<b>Registration Number:</b>	4856913	BAROMETRIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3059615556		
<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>Phone:</b>	3055790558		
<b>Email:</b>	chius@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, P.A.		
<b>Address Line 1:</b>	Sandy Chiu, Esq.		
<b>Address Line 2:</b>	333 S.E. 2nd Avenue, Suite 4400		
<b>Address Line 4:</b>	Miami, FLORIDA 33139		

CH \$140.00 4395585

<b>ATTORNEY DOCKET NUMBER:</b>	123042.0122200
<b>NAME OF SUBMITTER:</b>	Sandy Chiu
<b>SIGNATURE:</b>	/Sandy Chiu/
<b>DATE SIGNED:</b>	12/30/2016
<b>Total Attachments: 5</b> source=Monroe-AdTheorent - Trademark Security Agreement#page1.tif source=Monroe-AdTheorent - Trademark Security Agreement#page2.tif source=Monroe-AdTheorent - Trademark Security Agreement#page3.tif source=Monroe-AdTheorent - Trademark Security Agreement#page4.tif source=Monroe-AdTheorent - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned (each, a "Grantor") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of December 22, 2016, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. This Agreement has been entered into by Grantors and Administrative Agent primarily for recording purposes. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement and the Guaranty and Collateral Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guaranty and Collateral Agreement, the terms and provisions of the Guaranty and Collateral Agreement shall govern.

This Agreement and all other security interests granted hereby shall terminate automatically upon the Payment in Full of the Secured Obligations. Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors and at the Grantors' expense to evidence and record the release of the security interests in the Collateral granted herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in the Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

**THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.**

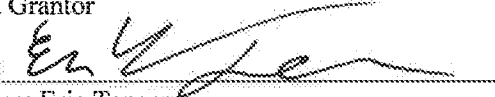
This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature pages follow]

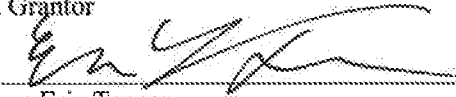
Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**GRANTORS:**

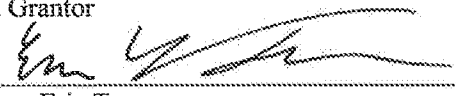
**ADTHEORENT, INC.**, a Delaware corporation,  
as a Grantor

By:   
Name: Eric Tencer  
Title: Vice President and Secretary

**ADTHEORENT ACQUISITION CORPORATION**, a Delaware corporation,  
as a Grantor

By:   
Name: Eric Tencer  
Title: Vice President and Secretary

**ADTHEORENT INTERMEDIATE HOLDING CORPORATION**, a Delaware corporation,  
as a Grantor

By:   
Name: Eric Tencer  
Title: Vice President and Secretary

*Signature page to Trademark Security Agreement*

Acknowledged:

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

By: 

Name: Kyle Asher

Title: Director

*Signature page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005956 FRAME: 0120**

SCHEDULE 1

**TRADEMARK COLLATERAL**

<b>Ser. No.</b>	<b>Registration/ Application No.</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>
85825692	4395585	ADTHEORENT	United States	AdTheorent, Inc.
85825713	4395587	ADTHEORENT	United States	AdTheorent, Inc.
85825720	4395588	THE INTELLIGENT IMPRESSION	United States	AdTheorent, Inc.
86150744	4572182	APPTIVATION	United States	AdTheorent, Inc.
86521251	4856913	BAROMETRIC	United States	AdTheorent, Inc.