

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444195

<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.		09/21/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>Internal Address:</b>	HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<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>	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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Melony Sot		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F172809 TM		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	09/22/2017		

OP \$140.00 4395585

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of September 21, 2017 by and between (i) **SILICON VALLEY BANK** (“Bank”) and (ii) **ADTHEORENT, INC.**, a Delaware corporation (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Intellectual Property constituting Collateral (collectively, the “Intellectual Property Collateral”) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, the following:

- (a) The Copyrights set forth on Exhibit A attached hereto;
- (b) The Patents set forth on Exhibit B attached hereto;
- (c) The Trademarks set forth on Exhibit C attached hereto;
- (d) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”), and all amendments, renewals, and extensions of any Mask Works; and
- (e) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

GRANTOR:

ADTHEORENT, INC.

By: *Eric Tencer*

Name: Eric Tencer

Title: Vice President & Secretary

BANK:

SILICON VALLEY BANK

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

Name:

Title:

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006159 FRAME: 0686**

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

GRANTOR:

ADTHEORENT, INC.

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

BANK:

SILICON VALLEY BANK

By: *Claudia Canales*  
Name: *Claudia Canales*  
Title: *Director*

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Registration/ Application</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Owner of Record</u>
13/797,873	Real-Time Bidding Data Monitoring and Aggregation Apparatuses, Methods and Systems	United States	AdTheorent, Inc.
13/797,903	Data Learning and Analytics Apparatuses, Methods and Systems	United States	AdTheorent, Inc.
62/354,686	Parallelizable Distributed Data Preservation Apparatuses, Methods and Systems	United States	AdTheorent, Inc.



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Serial Number</u>
ADTHEORENT	4395585	85825692
ADTHEORENT	4395587	85825713
THE INTELLIGENT IMPRESSION	4395588	85825720
APPTIVATION	4572182	86150744
BROMETRIC	4856913	86521251

EXHIBIT D

Mask Works

None.