

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		11/21/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BAROMETRIC, INC.		
Street Address:	315 HUDSON STREET		
Internal Address:	9TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4856913	BAROMETRIC	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	6178321185		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Nicole Kinsley		
Address Line 1:	155 Seaport Blvd.		
Address Line 2:	Foley Hoag LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	35235.00003		
NAME OF SUBMITTER:	Nicole Kinsley		
SIGNATURE:	/Nicole Kinsley/		
DATE SIGNED:	12/13/2018		
Total Attachments: 3			
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OP \$40.00 4856913

ACKNOWLEDGMENT OF RELEASE AND NO LIEN

November 21, 2018

WHEREAS, on September 21, 2017, a certain Loan and Security Agreement (as amended, the "Loan Agreement"), was executed by and among AdTheorent, Inc., a Delaware corporation ("AdTheorent"), AdTheorent Acquisition Corporation, a Delaware corporation (together with AdTheorent, the "Borrowers"), and Silicon Valley Bank, a California corporation ("Bank").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) "Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. §101, et seq.), as amended and in effect from time to time and the regulations issued from time to time thereunder.

(b) "Barometric Entities" means Barometric Holdings, LLC, a Delaware limited liability company, and Barometric, Inc., a Delaware corporation.

(c) "First Amendment" means that certain First Amendment to Loan and Security Agreement, dated as of April 12, 2018, by and among the Borrowers, AdTheorent Intermediate Holding Corporation and Bank, amending the Loan Agreement.

(d) "Lien" means, with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person (including an interest in respect of a capital lease) which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, title retention lien, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise.

(e) "Obligations" means the Borrowers' obligations to pay when due any debts, principal, interest, fees, bank expenses, the Termination Fee (as defined in the Loan Agreement), the Unused Revolving Line Facility Fee (as defined in the Loan Agreement), and other amounts Borrowers owe Bank now or later, whether under the Loan Agreement, the other Loan Documents (as defined in the Loan Agreement), or otherwise, including, without limitation, all obligations relating to bank services and interest accruing after the commencement of a proceeding arising under the Bankruptcy Code and debts, liabilities, or obligations of Borrowers assigned to Bank, and to perform Borrowers' duties under the Loan Documents.

(f) "Person" means any natural person, corporation, partnership, trust, limited liability company, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

2. Bank acknowledges and agrees as follows: (a) all Liens granted to Bank on the assets of AdTheorent that were contributed, directly or indirectly, to the Barometric Entities, as permitted by the terms of the First Amendment, are released, (b) there are no Liens in favor of Bank on the assets of the Barometric Entities securing the Obligations or any other indebtedness owing to Bank under the Loan Documents and (c) no Obligations or any other indebtedness is owing by Barometric, Inc., a Delaware corporation, to Bank.

3. This Acknowledgment of Release and No Lien shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of laws principles thereof that would result in the application of any law other than the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, Bank has caused this Acknowledgment of Release and No Lien to be duly executed and delivered by its duly authorized officer as of the date first written above.

SILICON VALLEY BANK

By: *Alana Dwyer*
Name: *Claudia Canale*
Title: *Managing Director*

Signature Page to Acknowledgment of Release and No Lien (Barometric)