

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADTHEORENT, INC.		12/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4395585	ADTHEORENT	
Registration Number:	4395587	ADTHEORENT	
Registration Number:	4395588	THE INTELLIGENT IMPRESSION	
Registration Number:	4572182	APPTIVATION	
Serial Number:	88532538	ADVISTA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1555341 TM		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	12/22/2021		

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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 22, 2021, by and between the companies listed on the signature page hereto (each a “*Grantor*”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to **ADTHEORENT, INC.**, a Delaware corporation (the “*Borrower*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of December 22, 2021, by and among the Borrower, **ADTHEORENT HOLDING COMPANY, INC.**, a Delaware corporation (“*Holdings*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), **SILICON VALLEY BANK**, as the Issuing Lender, the Swingline Lender, and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to the Borrower under the Credit Agreement, the Borrower, Holdings and each Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties made such financial accommodations to the Borrower, upon the condition, among others, that each Grantor shall grant to Administrative Agent a security interest in certain Trademarks and Patents (in each case, as defined in the Guarantee and Collateral Agreement) 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 (whether now existing or arising hereafter).

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all the Collateral, including the Patents and Trademarks listed on Exhibits A and B hereto, respectively, except for any Patent or Trademark that is an Excluded Asset.

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 Secured Obligations, the parties hereto agree as follows:

AGREEMENT

Each Grantor grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in those Patents and Trademarks listed on Exhibits A and B hereto, respectively (but excluding, for the avoidance of doubt, any Excluded Assets including, without limitation, any intent-to-use United States Trademark application for which neither (a) an amendment to allege use to bring the application into conformity with 15 U.S.C. § 1051(a) has been filed with and accepted by the United States Patent and Trademark Office, nor (b) a verified statement of use under 15 U.S.C. § 1051(d) has been filed with and

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accepted by the United States Patent and Trademark Office) (collectively, the “Intellectual Property Collateral”), 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 (whether now existing or arising hereafter).

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that, subject to the terms of the Guarantee and Collateral Agreement, the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Upon the Discharge of Obligations, the Intellectual Property Collateral shall be automatically released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and other Secured Parties, and the Administrative Agent shall concurrently execute, acknowledge and deliver to the Borrower an instrument or instruments in writing in recordable form releasing its security interest in the Intellectual Property Collateral. If any of the Intellectual Property Collateral shall be sold, transferred or otherwise disposed of by any Grantor to a Person that is not a Grantor in a transaction permitted by Section 7 of the Credit Agreement, (i) such Intellectual Property Collateral shall be automatically released from the Liens created hereby on such Collateral, and (ii) then the Administrative Agent, at the request and sole expense of such Grantor, shall promptly execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release or evidence of release of the Liens created hereby on such Collateral, as applicable. At the request and sole expense of the Borrower, a Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Guarantor shall be sold, transferred or otherwise disposed of to a Person other than a Grantor in a transaction permitted by Section 7 of the Credit Agreement or shall otherwise be an Excluded Subsidiary (other than an Immaterial Subsidiary) or no longer a (direct or indirect) Subsidiary of the Borrower as a result of a transaction permitted by Section 7 of the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least five (5) Business Days, or such shorter period as the Administrative Agent may agree, prior to the date of the proposed release, a written request for release identifying the relevant Guarantor and the terms of the sale or other disposition in reasonable detail, together with a certification by the Borrower stating that such transaction is in compliance with terms and provisions of the Credit Agreement and the other Loan Documents.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

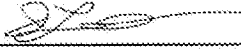
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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

GRANTOR:

ADTHEORENT, INC.

By:  _____

Name: James A. Lawson

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: *[Signature]*
Name: *Dylan Wong*
Title: *vice president*

EXHIBIT A

PATENTS

Issued U.S. Patents

None.

Pending U.S. Patent Applications

	OWNER	TITLE	COUNTRY	DATE FILED	APPLICATION NUMBER
1	AdTheorent, Inc.	Real-Time Bidding Data Monitoring and Aggregation Apparatuses, Methods and Systems	United States	March 12, 2013	13/797,873
2	AdTheorent, Inc.	Data Learning and Analytics Apparatuses, Methods and Systems	United States	March 12, 2013	13/797,903
3	AdTheorent, Inc.	Parallelizable Distributed Data Preservation Apparatuses, Methods and Systems	United States	June 24, 2016	62/354,686

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EXHIBIT B

TRADEMARKS

Registered U.S. Trademarks

	OWNER	MARK	DATE FILED	COUNTRY	SERIAL NO.	REG NO.	REG DATE
1	AdTheorent, Inc.	ADTHEORENT	January 17, 2013	United States	85825692	4395585	September 3, 2013
2	AdTheorent, Inc.	ADTHEORENT	January 17, 2013	United States	85825713	4395587	September 3, 2013
3	AdTheorent, Inc.	THE INTELLIGENT IMPRESSION	January 17, 2013	United States	85825720	4395588	September 3, 2013
4	AdTheorent, Inc.	APPTIVATION	December 23, 2013	United States	86150744	4572182	July 22, 2014

Pending/Allowed U.S. Trademark Applications

None.

Intent-to-Use Trademark (Excluded Asset)

	OWNER	TITLE	COUNTRY	DATE FILED	SERIAL NUMBER
1	AdTheorent, Inc.	Advista	United States	July 24, 2019	88532538

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