

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS ADMINISTRATIVE AGENT		11/21/2018	Limited Liability Company: DELAWARE
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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ACKNOWLEDGMENT OF RELEASE AND NO LIEN

November 21, 2018

WHEREAS, on December 22, 2016, a certain Credit Agreement (as amended, the "Credit Agreement"), was executed by and among AdTheorent, Inc., a Delaware corporation ("AdTheorent"), AdTheorent Acquisition Corporation, a Delaware corporation (together with AdTheorent, the "Borrowers"), AdTheorent Intermediate Holding Corporation, a Delaware corporation (the "Parent"), the financial institutions party thereto as lenders (the "Lenders") and Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as Administrative Agent for the Lenders (in such capacity, the "Agent").

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) "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.

(d) "Obligations" means all obligations, monetary (including principal, interest, default rate interest, fees and indemnification amounts) or otherwise, of any Loan Party (as defined in the Credit Agreement) under the Credit Agreement and any other Loan Document (as defined in the Credit Agreement), including, without limitation, the loans made under the Credit Agreement, and all attorney costs, all in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, including any interest, fees or expenses that accrue after the commencement of a proceeding arising under the Bankruptcy Code, regardless of whether allowed or allowable in whole or in part as a claim in any such proceeding.

(e) "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.

(f) "Second Amendment" means that certain Second Amendment to Credit

Agreement, dated as of April 12, 2018, by and among the Borrowers, the Parent, the Lenders and the Agent, amending the Credit Agreement.

2. Subject to paragraph 3 hereof, and pursuant to Section 14.11(a)(ii) of the Credit Agreement, the Agent acknowledges and agrees as follows: (a) all Liens granted to the Agent on the assets of AdTheorent that were contributed, directly or indirectly, to the Barometric Entities, as permitted by the terms of the Second Amendment, are released, (b) there are no Liens in favor of the Agent on the assets of the Barometric Entities securing the Obligations or any other indebtedness owing to the Agent and/or the Lenders under the Loan Documents and (c) no Obligations or any other indebtedness is owing by Barometric, Inc., a Delaware corporation, to the Agent and/or the Lenders.

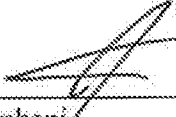
3. This Acknowledgment of Release and No Lien shall be effective upon the receipt by the Agent for application to the Obligations of the net cash proceeds, in an amount not less than \$5,300,000, received by the Barometric Entities upon consummation of the transactions contemplated by that certain Stock Purchase Agreement, to be dated on or about the date hereof, by and among Claritas Holdings, Inc., as the buyer, the Barometric Entities and the other parties thereto.

4. 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, the Agent 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.

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Name: Jordan Stephan
Title: Vice President

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