

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI318225

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| AdTheorent, Inc. | 06/21/2024 |
| RECEIVING PARTY DATA | |
| Company Name: | Royal Bank of Canada as administrative agent and collateral agent |
| Street Address: | 155 Wellington Street West |
| Internal Address: | 8th Floor |
| City: | Toronto |
| State/Country: | CANADA |
| Postal Code: | M5V 3K7 |
| PROPERTY NUMBERS Total: 5 | |
| Property Type | Number |
| Patent Number: | 11288240 |
| Application Number: | 13797873 |
| Application Number: | 15633676 |
| Application Number: | 15633684 |
| Application Number: | 17592496 |
| 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: | 2123186000 |
| Email: | JeffreyNegron@PaulHastings.com |
| Correspondent Name: | Jeffrey M. Negron |
| Address Line 1: | Paul Hastings LLP |
| Address Line 2: | 200 Park Avenue |
| Address Line 4: | New York, NEW YORK 10166 |
| NAME OF SUBMITTER: | Mitchell Garrett |
| SIGNATURE: | Mitchell Garrett |
| DATE SIGNED: | 06/24/2024 |
| Total Attachments: 5 | |

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 21, 2024, is made by AdTheorent, Inc., a Delaware corporation (the "Grantor"), in favor of Royal Bank of Canada ("RBC"), as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 8, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by Novacap Cadent Acquisition Company, Inc., as the Borrower (the "Borrower"), Novacap Cadent Holdings, Inc. ("Holdings"), the Lenders and the L/C Issuers from time to time party thereto, and RBC, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary in this Patent Security Agreement, no Excluded Asset (as defined in the Credit Agreement referenced in the Guaranty and Security Agreement) shall constitute Patent Collateral.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in Section 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

Section 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words "execution," "signed," "signature," and words of like import used in this Patent Security Agreement will be deemed to include electronic signatures or the keeping of records in electronic form, each of which will be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ADTHEORENT, INC., as Grantor

By: _____

DocuSigned by:

James Lawson

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Name: James A. Lawson

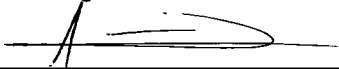
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 067815 FRAME: 0674

ACCEPTED AND AGREED
as of the date first above written:

ROYAL BANK OF CANADA,
as Administrative Agent and Collateral Agent

By: 
Name: Annie Lee
Title: Associate Director, Agency Services

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 067815 FRAME: 0675

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

| Title | Patent No. | Registration Date | Status | Owner |
|--|------------|-------------------|---------|------------------|
| Data learning and analytics apparatuses, methods and systems | 11,288,240 | 2022-03-29 | Issued | AdTheorent, Inc. |
| Real Time Bidding Data Monitoring and Aggregation Apparatuses, Methods and Systems | 13797873 | | Pending | AdTheorent, Inc. |
| Parallelizable Distributed Data Preservation Apparatuses, Methods and Systems | 15633676 | | Pending | AdTheorent, Inc. |
| Parallelizable Distributed Data Preservation Apparatuses, Methods and Systems | 15633684 | | Pending | AdTheorent, Inc. |
| Data learning and analytics apparatuses, methods and systems (assumed title) | 17/592,496 | | Pending | AdTheorent, Inc. |