

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
MIVA, INC.		11/07/2008	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BRIDGE BANK, N.A.
<b>Street Address:</b>	55 Almaden Blvd.
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95113
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3188692	ADREVENUE XPRESS
Registration Number:	3032917	INTELLIMAP
Registration Number:	2964997	FINDWHAT.COM
Registration Number:	2896470	AUTO BID
Registration Number:	2901598	ADANALYZER
Registration Number:	2899567	CRUISE CONTROL
Registration Number:	2878070	TRAFFICBUILDER
Registration Number:	2901597	AUTOREPLENISH
Registration Number:	2904802	BUSINESSBUILDER
Registration Number:	2893286	BIDOPTIMIZER
Registration Number:	2954712	PERFORMANCE-DRIVEN MARKETING
Registration Number:	3439474	ALOT
Registration Number:	2493181	FIND WHAT YOU'RE LOOKING FOR
Registration Number:	2462416	FINDWHAT.COM

**CH \$365.00 3188692**

CORRESPONDENCE DATA

Fax Number: (858)550-6420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley Godward Kronish LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305983-1005 MIVA
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	11/20/2008

**Total Attachments: 6**

source=MIVA signed IPSA#page1.tif

source=MIVA signed IPSA#page2.tif

source=MIVA signed IPSA#page3.tif

source=MIVA signed IPSA#page4.tif

source=MIVA signed IPSA#page5.tif

source=MIVA signed IPSA#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 7, 2008 by and between BRIDGE BANK, N.A. ("**Bank**") and MIVA, INC., a Delaware corporation ("**Grantor**").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

5220 Summerlin Commons Blvd., Suite 500  
Fort Myers, FL 33907

Attn: \_\_\_\_\_

GRANTOR:

*Lowell Robinson*

MIVA, INC.

*Lowell Robinson*

Title:

*CFO & COO*

BANK:

BRIDGE BANK, N.A.

Address of Bank:

55 Almaden Blvd.  
San Jose, CA 95113

Attention: \_\_\_\_\_

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

Title: \_\_\_\_\_

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:**

Address of Grantor:

MIVA, INC.

5220 Summerlin Commons Blvd., Suite 500  
Fort Myers, FL 33907

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

**BANK:**

Address of Bank:

BRIDGE BANK, N.A.

55 Almaden Blvd.  
San Jose, CA 95113

By: 1 Dan P. Stone

Attention: Dan P. Stone

Title: Senior Vice President

---

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	--------------------------

---

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent/ Application Number</b>	<b>Issue/ Application Date</b>
System and method for managing search results and delivering advertising and enhanced effectiveness	11/600,475	11/16/06
Advertisement brokerage system for diversified general media	11/400,469	04/07/06
System and method for delivering advertising with enhanced effectiveness	11/369,085	03/06/06
System and method for delivery pay for performance advertising with enhanced effectiveness	11/284,571	11/22/05
System and method for delivering pay for performance advertising in conjunction with distributed media content	11/236,460	09/27/05
System and method for distributing content using advertising sponsorship	10/979,470	11/01/04
System and method for pay for performance advertising having biddable advertising units utilizing rotating routing to advertiser websites	10/724,546	11/26/03
System and method for pay for performance advertising employing multiple sets of advertisement listings	10/654,134	09/02/03
System and method for pay for performance advertising in general media	11/399,914	04/07/06
System and method for pay for performance advertising in general media	10/331,926	12/30/02
System and method for marketing employing the distribution of a pay for performance database	09/781,500	02/12/01

---

**EXHIBIT C**

**Trademarks**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
ADREVENUE EXPRESS	3,188,692	12/26/06
INTELLIMAP	3,032,917	12/20/05
FINDWHAT.COM	2,964,997	07/05/05
AUTOBID	2,896,470	10/19/04
ADANALYZER	2,901,598	11/09/04
CRUISE CONTROL	2,899,567	11/02/04
TRAFFICBUILDER	2,878,070	08/24/04
AUTOREPLENISH	2,901,597	11/09/04
BUSINESSBUILDER	2,904,802	11/23/04
BIDOPTIMIZER	2,893,286	10/12/04
PERFORMANCE-DRIVEN MARKETING	2,954,712	05/24/05
ALOT	3,439,474	06/03/08
FIND WHAT YOU'RE LOOKING FOR	2,493,181	09/25/01
FINDWHAT.COM	2,462,416	06/19/01