

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WHITEPAGES, INC.		06/18/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	901 5th Avenue, Suite 3900
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98164
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2445844	SWITCHBOARD
Registration Number:	2370582	WHAT'S NEARBY
Registration Number:	4908802	WHITEPAGES PRO
Registration Number:	4893158	WHITEPAGES
Registration Number:	4892850	WHITEPAGES
Registration Number:	4892849	WHITEPAGES
Registration Number:	4892848	WHITEPAGES
Registration Number:	4892847	WHITEPAGES
Registration Number:	4892845	WHITEPAGES

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

OP \$240.00 2445844

ATTORNEY DOCKET NUMBER:	F177632
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	06/18/2018

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of June 18, 2018 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 901 5th Avenue, Suite 3900, Seattle, Washington 98164 ("Bank") and **WHITEPAGES, INC.**, a Delaware corporation, with its principal place of business at 1301 Fifth Avenue, Suite 1600, Seattle, Washington 98101 ("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 as of July 17, 2013, as amended by a certain First Loan Modification Agreement dated as of November 13, 2015, as further amended by a certain Second Loan Modification Agreement dated as of April 27, 2016, as further amended by a certain Third Loan Modification Agreement dated as of November 29, 2016, as further amended by a certain Fourth Loan Modification Agreement dated as of June 28, 2017, and as further amended by a certain Fifth Loan Modification Agreement dated as 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7. Amended and Restated Agreement. This Agreement amends and restates, in its entirety, and replaces, that certain Intellectual Property Security Agreement dated as of July 17, 2013, by and between Grantor and Bank.

[signature page follows]

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

GRANTOR:

WHITEPAGES, INC.

By: 
Name: JASON T. GLITT
Title: CFO

BANK:

SILICON VALLEY BANK

By: 
Name: Brian Powers
Title: VP

EXHIBIT A

Copyrights

Name	Full Title	Copyright Number	Date
WHITEPAGES.COM, INC.	<u>ADDRESS.COM WEBSITE.</u>	TX0007418737	2007
WhitePages.com, Inc.	<u>WhitePages.com website.</u>	TX0006598589	2006
WhitePages, Inc.	<u>WhitePages website.</u>	TX0007122419	2009

Switchboard Registered Copyrights

Switchboard.com 5.2 3/16/2006 TX6355618

Switchboard.com website 10/14/2004 TX6175860

EXHIBIT B

Patents

Switchboard Patents

Serial No.	Issue Date	Patent No.	Title
09/207,390	3/27/01	6,208,998	Online Directory Service
09/207,391	5/8/01	6,230,188	System & Method for providing proxy identifier in online directory
09/201,575	9/25/01	6,295,528	Method & Apparatus for converting a geographic location to a direct marketing area for query
10/050,807	9/5/06	7,103,473	Method and System for matching an incident to a route
09/495,812	3/5/02	6,353,795	Method and System for matching an incident to a route
08/643,728	9/27/98	5,813,006	Online Directory Service with Registration System
08/644,619	6/29/99	5,918,227	Online Directory Service with a plurality of databases and processors
08/643,727	4/21/98	5,742,769	Directory with Options for access to and display of email address
09/062,098	8/22/00	6,108,691	Directory with Options for access to and display of email address
08/901,393	8/10/99	5,937,392	Banner Advertising display system and Method with frequency of advertisement control
09/340,538	2/27/01	6,195,660	Online Database and Method for modifying records in database
09/863,962	4/22/03	6,552,670	Location Encoder
09/863,538	10/24/06	7,127,068	Geographical comparison system and method

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SWITCHBOARD	2445844	04/24/2001
WHAT'S NEARBY	2370582	07/25/2000
WHITEPAGES PRO	4908802	03/01/2016
WHITEPAGES	4893158	01/26/2016
WHITEPAGES	4892850	01/26/2016
WHITEPAGES	4892849	01/26/2016
WHITEPAGES	4892848	01/26/2016
WHITEPAGES	4892847	01/26/2016
WHITEPAGES	4892845	01/26/2016
WHITEPAGES	EU 01744205	03/02/2018

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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