

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leaf Group LTD.		11/07/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Serial Number:	88564649	LEAF GROUP	
Serial Number:	87346124	HUNKER	
Serial Number:	87607164	PAWDCAST	
Serial Number:	87346127	TECHWALLA	
Serial Number:	87408875	DENYDESIGNS.	
Serial Number:	87408871	DENYDESIGNS.	
Serial Number:	87408868	DENYDESIGNS.	
Serial Number:	87408866	DENYDESIGNS.	
Serial Number:	87408858	DENYDESIGNS.	
Serial Number:	87408853	DENYDESIGNS.	
Serial Number:	87408846	DENYDESIGNS.	
Serial Number:	87408761	DENY.	
Serial Number:	87408754	DENY.	
Serial Number:	87408752	DENY.	
Serial Number:	87408746	DENY.	
Serial Number:	87408741	DENY.	
Serial Number:	87408737	DENY.	
Serial Number:	87408732	DENY.	
Serial Number:	87276757		

CH \$1090.00 88564649

Property Type	Number	Word Mark
Serial Number:	87276755	
Serial Number:	87276751	
Serial Number:	87276578	
Serial Number:	87199456	SAPLING
Serial Number:	87199454	SAPLING
Serial Number:	86529126	SOCIETY6
Serial Number:	86529120	SOCIETY6
Serial Number:	86529115	SOCIETY6
Serial Number:	86529108	SOCIETY6
Serial Number:	86529105	SOCIETY6
Serial Number:	86529098	SOCIETY6
Serial Number:	86529092	SOCIETY6
Serial Number:	85434553	EHOW
Serial Number:	85971922	SOCIETY6
Serial Number:	85971062	SOCIETY6
Serial Number:	85971057	SOCIETY6
Serial Number:	85811577	EHOW
Serial Number:	85072915	EHOW
Serial Number:	85811582	DEMAND MEDIA
Serial Number:	85809732	DEMAND MEDIA
Serial Number:	78921932	DEMAND MEDIA
Serial Number:	77952078	CUTENESS
Serial Number:	77157430	EXPERT VILLAGE
Serial Number:	77007837	EHOW

CORRESPONDENCE DATA

Fax Number:

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: 6196992708
Email: christian.cruz@us.dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 401 B Street
Address Line 2: Suite 1700
Address Line 4: San Diego, CALIFORNIA 92101

NAME OF SUBMITTER:	MATT SCHWARTZ
SIGNATURE:	/S/ MATT SCHWARTZ
DATE SIGNED:	11/08/2019

Total Attachments: 8

source=SVB_-_LEAF_GROUP_LTD._-_Intellectual_Property_Security_Agreement_(LEAF_GROUP_LTD.)2#page1.tif
source=SVB_-_LEAF_GROUP_LTD._-_Intellectual_Property_Security_Agreement_(LEAF_GROUP_LTD.)2#page2.tif
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source=SVB_-_LEAF_GROUP_LTD._-_Intellectual_Property_Security_Agreement_(LEAF_GROUP_LTD.)2#page7.tif
source=SVB_-_LEAF_GROUP_LTD._-_Intellectual_Property_Security_Agreement_(LEAF_GROUP_LTD.)2#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 7, 2019 by and between SILICON VALLEY BANK, a California corporation (“Bank”), and LEAF GROUP LTD., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, SOCIETY6, LLC, a Delaware limited liability company, WELL+GOOD LLC, a New York limited liability company, LS MEDIA HOLDINGS, LLC, a Delaware limited liability company, DENY DESIGNS, LLC, a Delaware limited liability company, SAATCHI ONLINE, INC., a Delaware corporation, OTHER ART FAIRS, LLC, a Delaware limited liability company, LEAF GROUP SERVICES, LLC, a Delaware limited liability company and LEAF OIYS, LLC, a Delaware limited liability company dated as of November 7, 2019 (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, Patents, and Mask Works (as each term is described below) 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 or 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 (any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise), 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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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.

5. 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.

6. 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.

7. 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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:

Address:

Leaf Group Ltd.
1655 26th Street
Santa Monica, CA 90404

LEAF GROUP LTD.

By:  _____

Name: Jantoon Reigersman

Title: Chief Financial Officer

BANK:

Address:

Silicon Valley Bank
Attn: Ashley Fairon
1901 Main St., Suite 300
Santa Monica, CA 90405

SILICON VALLEY BANK

By:  _____

Name: Andrea Jones

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Generating a playlist based on content meta data and user parameters	10162486	12/25/18
User generated content publishing system	10204316	2/12/19
System and method for evaluating search queries to identify titles for content production	10380626	8/13/19
Systems, methods, and machine-readable storage media for presenting animations overlaying multimedia files	10445918	10/15/19
Methods, systems and computer program product for cataloging content on a global computer network	7788322	8/31/10
Method and system for ranking of keyword for profitability	8001131	8/16/11
Method, system and computer program product for managing information in a computer network	8082272	12/20/11
Presenting content built around word phrases selected for profitability	8200678	6/12/12
Methods and systems to facilitate keyword bid arbitrage with multiple advertisement placement providers	8244578	8/14/12
Cross taxonomy navigation from a bread crumb in a graphical user interface	8271901	9/18/12
Providing a result with a requested accuracy using individuals previously acting with a consensus	8290812	10/16/12
Methods and systems to facilitate keyword bid arbitrage with multiple advertisement placement providers	8473338	6/25/13
Systems and methods for keyword analyzer	8620944	12/31/13
Systems, methods, and machine readable mediums to select a title for content production	8706738	4/22/14
Method and system for dynamic digital rights bundling	8713696	4/29/14
Presenting content built around word phrases selected for profitability	8819032	8/26/14
System and method for evaluating search queries to identify titles for content production	8909623	12/9/14
Rule-based system and method to associate attributes to text strings	8954404	2/10/15
Systems, methods, and machine-readable storage media for presenting animations overlaying multimedia files	9071885	6/30/15
Providing a result with a requested accuracy using individuals previously acting with a consensus	9330393	5/3/16
Generating a playlist based on content meta data and user parameters	9389754	7/12/16
System and method for determining content popularity based on searches	9626438	4/18/17
System and method for evaluating search queries to identify titles for content production	9665882	5/30/17
Systems and methods for recommended content platform	9721035	8/1/17
System and method for automated responses to information needs on websites	9734245	8/15/17
Rule-based system and method to associate attributes to text strings	9766856	9/19/17
Providing a result with a requested accuracy using individuals previously acting with a consensus	15090297	4/4/16
Systems and methods for determining content popularity based on searches	15488362	4/14/17
Systems and methods for recommended content platform	15664327	7/31/17

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LEAF GROUP	88564649	8/2/19
HUNKER	87346124	2/22/17
PAWDCAST	87607164	9/13/17
TECHWALLA	87346127	2/22/17
DENYDESIGNS.	87408875	4/12/17
DENYDESIGNS.	87408871	4/12/17
DENYDESIGNS.	87408868	4/12/17
DENYDESIGNS.	87408866	4/12/17
DENYDESIGNS.	87408858	4/12/17
DENYDESIGNS.	87408853	4/12/17
DENYDESIGNS.	87408846	4/12/17
DENY.	87408761	4/12/17
DENY.	87408754	4/12/17
DENY.	87408752	4/12/17
DENY.	87408746	4/12/17
DENY.	87408741	4/12/17
DENY.	87408737	4/12/17
DENY.	87408732	4/12/17
Leaf design	87276757	12/21/16
Leaf design	87276755	12/21/16
Leaf design	87276751	12/21/16
Leaf design	87276578	12/21/16
SAPLING	87199456	10/11/16
SAPLING	87199454	10/11/16
SOCIETY6	86529126	2/9/15
SOCIETY6	86529120	2/9/15
SOCIETY6	86529115	2/9/15
SOCIETY6	86529108	2/9/15
SOCIETY6	86529105	2/9/15
SOCIETY6	86529098	2/9/15
SOCIETY6	86529092	2/9/15
EHOW	85434553	9/28/11
SOCIETY6	85971922	6/27/13
SOCIETY6	85971062	6/26/13
SOCIETY6	85971057	6/26/13
EHOW	85811577	12/27/12
EHOW	85072915	6/28/10
DEMAND MEDIA	85811582	12/27/12
DEMAND MEDIA	85809732	12/22/12
DEMAND MEDIA	78921932	7/3/06
CUTENESS	77952078	3/5/10
EXPERT VILLAGE	77157430	4/16/07
EHOW	77007837	9/26/06

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None