

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566741

<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>
OwnLocal Inc.		02/19/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Live Oak Banking Company		
<b>Street Address:</b>	1741 Tiburon Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28403		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4620821	OWNLOCAL	
<b>Registration Number:</b>	5012863	ADFORGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Ste 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1198290 TM		
<b>NAME OF SUBMITTER:</b>	Richard G. Boswinkle		
<b>SIGNATURE:</b>	/Richard G. Boswinkle/		
<b>DATE SIGNED:</b>	03/12/2020		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of February 19, 2020, is made by OWNLOCAL INC., a Delaware corporation (the "Grantor"), in favor of LIVE OAK BANKING COMPANY (the "Lender").

### WITNESSETH:

WHEREAS, the parties have entered into that certain Loan Agreement dated as of the date hereof (the "Loan Agreement") wherein Lender has agreed to provide a loan (the "Loan") to Borrower for up to THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00); and

WHEREAS, the parties have evidenced the Loan by a SBA Note dated as of the date hereof (the "Note") in the original principal amount of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00); and

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof in favor of the Lender (the "Security Agreement"), the Grantor has granted a lien on all of its assets to the Lender to secure the Grantor's obligations under the Note; and

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Note, the Grantor hereby agrees with the Lender as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of the Grantor under the Note and Loan Agreement, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Intellectual Property Collateral");

(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 Schedule 1 attached hereto (collectively, the "Copyrights");

(b) 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 Schedule 1 attached hereto (collectively, the "Patents");

(c) 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 Schedule I attached hereto (collectively, the "Trademarks");

(d) all renewals and extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by such Copyrights, Patents or Trademarks;

(f) 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; and

(g) all IP Ancillary Rights.

Section 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral subject to a security interest hereunder.

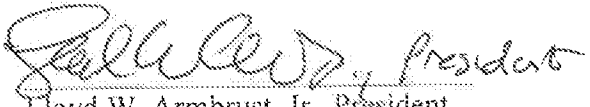
Section 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This 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 Delaware.

[SIGNATURE PAGES FOLLOW]

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

**OWNLOCAL INC.,**  
a Delaware corporation

By:  President  
Lloyd W. Armbrust, Jr., President

ACCEPTED AND AGREED  
as of the date first above written:

LIVE OAK BANKING COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
OWNLOCAL ADFORGE	86224854	03/18/2014	4620821	10/14/2014
	86856942	12/23/2015	5012863	08/02/2016
Patent Title	Application No.	Application Date	Registration No.	Registration Date
Systems and methods of generating digital campaigns	16/047,315	07/27/2018	US 20190034964 A1	01/31/2019