

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM600273

<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>
SEOTOWNCENTER, INC.		09/25/2020	Corporation: DELAWARE
MANTA MEDIA, INC.		09/25/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4506523	MANTA	
<b>Registration Number:</b>	4476733	WHERE SMALL BUSINESS GROWS	
<b>Registration Number:</b>	3153681	MANTA	
<b>Registration Number:</b>	5732570	BOOSTABILITY	
<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>Email:</b>	jgu@cooley.com		
<b>Correspondent Name:</b>	Jennifer Gu c/o Cooley LLP		
<b>Address Line 1:</b>	3175 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	305983-1135		
<b>NAME OF SUBMITTER:</b>	Jennifer Gu		
<b>SIGNATURE:</b>	/Jennifer Gu/		
<b>DATE SIGNED:</b>	09/29/2020		
<b>Total Attachments: 7</b>			
source=Manta Media, Inc. - SeoTownCenter, Inc. - Intellectual Property Security Agreement 9.25.2020#page1.tif			

CH \$115.00 4506523

source=Manta Media, Inc. - SeoTownCenter, Inc. - Intellectual Property Security Agreement 9.25.2020#page2.tif  
source=Manta Media, Inc. - SeoTownCenter, Inc. - Intellectual Property Security Agreement 9.25.2020#page3.tif  
source=Manta Media, Inc. - SeoTownCenter, Inc. - Intellectual Property Security Agreement 9.25.2020#page4.tif  
source=Manta Media, Inc. - SeoTownCenter, Inc. - Intellectual Property Security Agreement 9.25.2020#page5.tif  
source=Manta Media, Inc. - SeoTownCenter, Inc. - Intellectual Property Security Agreement 9.25.2020#page6.tif  
source=Manta Media, Inc. - SeoTownCenter, Inc. - Intellectual Property Security Agreement 9.25.2020#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 25, 2020, (the “**Agreement**”) between **WESTERN ALLIANCE BANK**, an Arizona corporation (“**Lender**”), Seotowncenter, Inc., a Delaware corporation (“**Boostability**”), and Manta Media, Inc., a Delaware corporation (“**Manta**” and together with Boostability, each, a “**Grantor**”, and collectively, the “**Grantors**”) is made with reference to the Business Financing Agreement, dated as of the date hereof (as amended from time to time, the “**Loan Agreement**”), between Lender, Grantors, and SMB ELITE, LLC, a Delaware limited liability company. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property“”:

(a) 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 (collectively, the “**Copyrights**”), including the Copyrights described in Exhibit A;

(b) 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 such Grantor connected with and symbolized by such trademarks (collectively, the “**Trademarks**”), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the “**Mask Works**”);

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law

or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**


SEOTOWNCENTER, INC., AS GRANTOR

By: 

Name: Russell Larson

Title: Chief Financial Officer

MANTA MEDIA, INC., AS GRANTOR

By: 

Name: Russell Larson

Title: Chief Financial Officer

Address for Notices:

2600 W. Executive Pkwy, #200  
Lehi, UT 84043

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

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

Name: \_\_\_\_\_

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

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

229140006

**TRADEMARK**  
**REEL: 007064 FRAME: 0960**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

SEOTOWNCENTER, INC., AS GRANTOR

By: .....

Name: .....

Title: .....

MANTA MEDIA, INC., AS GRANTOR

By: .....

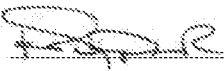
Name: .....

Title: .....

Address for Notices:  
2600 W. Executive Pkwy, #200  
Lehi, UT 84043

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By:  .....

Name: KUE LEADER

Title: TEL. Manager Bank of

Address for Notices:  
Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

[Signature Page to Intellectual Property Security Agreement]

229140006

**TRADEMARK**  
**REEL: 007064 FRAME: 0961**

**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist ☐

REGISTERED COPYRIGHT:

1. Title: Field management system (FMS)  
Registration Number: TX0005296847  
Date Registered: April 19, 2001  
Owner: Manta Media, Inc.

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist ☐

Trademarks and Trademark Licenses:

OWNER	SERIAL NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
MANTA MEDIA, INC.	85751826	October 11, 2012	4506523	April 1, 2014	MANTA
MANTA MEDIA, INC.	85569983	March 15, 2012	4476733	February 4, 2014	WHERE SMALL BUSINESS GROWS
MANTA MEDIA, INC.	78732331	October 13, 2005	3153681	October 10, 2006	MANTA
SEOTOWNCENTER, INC.	88088917	August 22, 2018	5732570	April 23, 2019	BOOSTABILITY

Certain of seoTownCenter, Inc.'s proprietary software (including ArticlePending, Blog Editor, DexMedia, KeywordRanker, LaunchPad, MyMarketInfo, PartnerApiTests, seopresence, Service, Static Site Build Server, Worker, WritersDomain and Yext.Apis) include open source components.



**EXHIBIT C****PATENTS**Please Check if No Patents Exist ☐

	<b>Owner</b>	<b>Patent Title</b>	<b>Appl. No. Filing Date</b>	<b>Patent No. Issue Date</b>
1.	Manta Media, Inc.	Automated keyword analysis system and method	11,045,912 01/28/2005	8,375,017 02/12/2013
2.	Manta Media, Inc.	System and method for generating landing pages for content sections	11,046,054 01/28/2005	7,730,021 06/01/2010