

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614821

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BeenVerified, LLC		12/16/2020	Limited Liability Company: DELAWARE
LTV Intermediate Co. LLC		12/16/2020	Limited Liability Company: DELAWARE
Lifetime Value Co. LLC		12/16/2020	Limited Liability Company: DELAWARE
Ownerly, LLC		12/16/2020	Limited Liability Company: DELAWARE
PeopleSmart LLC		12/16/2020	Limited Liability Company: DELAWARE
Bumper, LLC		12/16/2020	Limited Liability Company: DELAWARE
The NumberGuru, LLC		12/16/2020	Limited Liability Company: DELAWARE
PeopleLooker LLC		12/16/2020	Limited Liability Company: DELAWARE
KnowThyCustomer LLC		12/16/2020	Limited Liability Company: DELAWARE
NeighborWho LLC		12/16/2020	Limited Liability Company: D.C.

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3810610	BEENVERIFIED
Registration Number:	3810615	BEENVERIFIED
Registration Number:	4982612	NUMBER GURU
Registration Number:	5123599	PEOPLELOOKER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5359738	PEOPLELOOKER
Registration Number:	5361117	NEIGHBORWHO
Registration Number:	5303271	KNOWTHYCUSTOMER
Registration Number:	5410822	LAYERTECH
Registration Number:	5909768	OWNERLY
Registration Number:	4751197	PEOPLESMAAT
Registration Number:	4703791	PEOPLESMAAT
Registration Number:	3654339	EMAILFINDER.COM
Registration Number:	4474126	FREE PHONE TRACER
Serial Number:	88901044	LTV
Serial Number:	88901052	THE LIFETIME VALUE CO.
Serial Number:	90023309	BUMPER.COM

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

ATTORNEY DOCKET NUMBER:	1301646 TM
NAME OF SUBMITTER:	Alicia Vellante
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	12/16/2020

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 16, 2020 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and SILICON VALLEY BANK (“*SVB*”), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacities, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of December 16, 2020, by and among LTV INTERMEDIATE CO. LLC, a Delaware limited liability company (“*Holdings*”), THE LIFETIME VALUE CO. LLC, a Delaware limited liability company (“*LTV*”), BEENVERIFIED, LLC, a Delaware limited liability company (which converted from BEENVERIFIED, INC. on December 3, 2020) (“*BeenVerified*” and together with LTV, jointly and severally, individually and collectively, the “*Borrower*”), the Lenders party thereto, Silicon Valley Bank (“*SVB*”), as administrative agent and collateral agent for the Lenders (in such capacities, “*Administrative Agent*”) (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower, and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower, and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower, and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower, and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s, and each other 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 the Secured Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property that constitutes Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), 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) and goodwill associated therewith, 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 Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property that constitutes Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

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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:

LTV INTERMEDIATE CO. LLC

By: LTV Equity Co. LLC
Its Sole Member

By: _____

Name: Josh Levy

Title: Chief Executive Officer

THE LIFETIME VALUE CO. LLC

By: LTV Intermediate Co. LLC
Its Sole Member

By: _____

Name: Josh Levy

Title: Chief Executive Officer

BEENVERIFIED, LLC

By: The Lifetime Value Co. LLC
Its Sole Member

By: _____

Name: Josh Levy

Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

OWNERLY, LLC

By: The Lifetime Value Co. LLC
Its Sole Member

By: _____
Name: Josh Levy
Title: Chief Executive Officer

PEOPLES MART LLC

By: The Lifetime Value Co. LLC
Its Sole Member

By: _____
Name: Josh Levy
Title: Chief Executive Officer

BUMPER, LLC

By: The Lifetime Value Co. LLC
Its Sole Member

By: _____
Name: Josh Levy
Title: Chief Executive Officer

THE NUMBERGURU, LLC

By: BeenVerified, LLC
Its Sole Member

By: _____
Name: Josh Levy
Title: Chief Executive Officer

PEOPLELOOKER LLC

By: Been Verified, LLC
Its Sole Member

By: _____

Name: Josh Levy
Title: Chief Executive Officer

KNOWTHYCUSTOMER LLC

By: Been Verified, LLC
Its Sole Member

By: _____

Name: Josh Levy
Title: Chief Executive Officer

NEIGHBORWHO LLC

By: Been Verified, LLC
Its Sole Member

By: _____

Name: Josh Levy
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Frank Groccia

Name: Frank Groccia

Title: Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007136 FRAME: 0857

EXHIBIT A

COPYRIGHTS

Registered Copyrights

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
BeenVerified, LLC	United States	TX 8-544-424	03/08/2018	BeenVerified.com Website Source Code
BeenVerified, LLC	United States	TX 8-558-519	03/08/2018	BeenVerified.com Website People Flow
BeenVerified, LLC	United States	TX 8-559-574	03/08/2018	BeenVerified.com Website Property Flow
BeenVerified, LLC	United States	TXu001980988	2/10/2016	Background Report Funnel 2015
The NumberGuru, LLC	United States	VA 2-013-960	05/02/2016	Number Guru Character Design

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Registered Patents

None.



Pending Patent Applications

None.


EXHIBIT C
TRADEMARKS

Registered Trademarks

<u>Grantor</u>	<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
BeenVerified, LLC	US Federal	3810610	June 29, 2010	Nov. 10, 2009	BeenVerified, Inc.	BEENVERIFIED
BeenVerified, LLC	US Federal	3810615	June 29, 2010	Nov. 10, 2009	BeenVerified, Inc.	BEENVERIFIED and Design 
The Numberguru, LLC	US Federal	4982612	June 21, 2016	Oct. 1, 2015	The Numberguru, LLC	NUMBER GURU
Peoplelooker LLC	US Federal	5123599	Jan. 17, 2017	June 6, 2016	Peoplelooker LLC	PEOPLELOOKER and Design 
Peoplelooker LLC	US Federal	5359738	Dec. 19, 2017	May 22, 2017	Peoplelooker LLC	PEOPLELOOKER
Neighborwho LLC	US Federal	5361117	Dec. 19, 2017	Oct. 31, 2016	Neighborwho LLC	NEIGHBORWHO
Knowthycustomer LLC	US Federal	5303271	Oct. 3, 2017	Oct. 31, 2016	Knowthycustomer LLC	KNOWTHYCUSTOMER
Knowthycustomer LLC	US Federal	5410822	Feb. 27, 2018	April 17, 2017	Knowthycustomer LLC	LAYERTECH
Ownerly, LLC	US Federal	5909768	Nov. 12, 2019	Sept. 4, 2018	Ownerly, LLC	OWNERLY
Peoplesmart LLC	US Federal	4751197	June 9, 2015	Sept. 19, 2014	Peoplesmart LLC	PEOPLESMA RT and Design 
Peoplesmart LLC	US Federal	4703791	March 17, 2015	Aug. 8, 2014	Peoplesmart LLC	PEOPLESMA RT and Design 

Peoplesmart LLC	US Federal	3654339	July 14, 2009	Jan. 5, 2009	Peoplesmart LLC	EMAILFINDER.COM and Design 
Peoplesmart LLC	US Federal	4474126	Jan. 28, 2014	April 30, 2013	Peoplesmart LLC	FREE PHONE TRACER and Design 
BeenVerified, LLC	Canada	TMA970917	May 15, 2017	Feb. 10, 2016	BeenVerified, Inc.	BEENVERIFIED

Pending Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
The Lifetime Value Co. LLC	US Federal	88901044	May 5, 2020	The Lifetime Value Co. Inc.	LTV and Design 
The Lifetime Value Co. LLC	US Federal	88901052	May 5, 2020	The Lifetime Value Co. Inc.	THE LIFETIME VALUE CO.
Bumper, LLC	US Federal	90023309	June 26, 2020	Bumper, LLC	BUMPER.COM

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