

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THRYV, INC.		03/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	150 East 42nd Street		
<b>Internal Address:</b>	MAC J0149-030		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90375618	THRYVPAY	
<b>Serial Number:</b>	90375626	THRYVPAY	
<b>Serial Number:</b>	90375631	THRYVPAY	
<b>Serial Number:</b>	90287012	BERRY NETWORK	
<b>Serial Number:</b>	90287017	BERRY NETWORK	
<b>Serial Number:</b>	90287031	BERRYOPTIMIZER	
<b>Serial Number:</b>	90259100	THRYV CONNECT	
<b>Serial Number:</b>	88607534	ROBOJAM	
<b>Serial Number:</b>	87922098	DEX AUTOMOTIVE	
<b>Serial Number:</b>	87766888	THRYV LEADS	
<b>Serial Number:</b>	87546585	DEX · YP	
<b>Serial Number:</b>	87546380	DEXYP	
<b>Serial Number:</b>	87979549	THRYV YOUR BUSINESS. SMARTER.	
<b>Serial Number:</b>	87979550	THRYV YOUR BUSINESS.SMARTER.	
<b>Serial Number:</b>	87535494	THRYV	
<b>Serial Number:</b>	87536450	THRYV YOUR BUSINESS.SMARTER.	
<b>Serial Number:</b>	87536651	THRYV	
<b>Serial Number:</b>	87536741	THRYV YOUR BUSINESS. SMARTER.	

OP \$565.00 90375618

Property Type	Number	Word Mark
Serial Number:	87530983	THRYV
Serial Number:	87331672	MYDEX
Serial Number:	87332055	DEXPAGES
Serial Number:	87045003	THRYV

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Ted.mulligan@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Jessica Hildebrandt
<b>SIGNATURE:</b>	/Jessica Hildebrandt/
<b>DATE SIGNED:</b>	03/01/2021

**Total Attachments: 8**

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**SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement Supplement") is made as of March 1, 2021, by and among **THRYV, INC.**, a Delaware corporation ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as Administrative Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent") to that certain Trademark Security Agreement, dated as of June 30, 2017 (as amended, restated, amended and restated, supplemented, renewed, replaced, or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors party thereto and the Administrative Agent.

## WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of June 30, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Thryv Holdings, Inc., a Delaware corporation ("Thryv Holdings"), Thryv, Inc., a Delaware corporation ("Thryv") and the other borrowers from time to time party thereto (together with Thryv, each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the guarantors from time to time party thereto, the lenders from time to time party thereto (together with their respective successors and assigns, each, a "Lender" and collectively, the "Lenders"), Administrative Agent, Wells Fargo and PNC Bank, National Association, a national banking association ("PNC Bank"), as co-collateral agents (in such capacity, together with their successors and assigns in such capacity, the "Co-Collateral Agents") and as joint lead arrangers and joint book runners, and PNC Bank as syndication agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Guaranty and Security Agreement, dated as of June 30, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, the Grantor and Administrative Agent are parties to that certain Trademark Security Agreement; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement Supplement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement Supplement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement Supplement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement Supplement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement Supplement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Administrative Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement Supplement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. TERMINATION OR RELEASE OF SECURITY INTEREST. Upon any termination or release of the Trademark Collateral pursuant to the terms of the Credit Agreement, the Administrative Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions (including, without limitation, making of all filings) as the Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

6. COUNTERPARTS. This Trademark Security Agreement Supplement is a Loan Document. This Trademark Security Agreement Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the

same Trademark Security Agreement Supplement. Delivery of an executed counterpart of this Trademark Security Agreement Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement Supplement. Any party delivering an executed counterpart of this Trademark Security Agreement Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement Supplement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement Supplement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**THRYV, INC.**

By: 

Name: Lesley Bolger  
Title: VP Corporate Counsel-Legal &  
Human Resources, Chief Compliance  
Officer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT]

**TRADEMARK**  
**REEL: 007206 FRAME: 0295**

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking  
association

By: 

Marc J. Breier  
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT]

TRADEMARK  
REEL: 007206 FRAME: 0296

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

U.S. Trademarks and Trademark Applications

	Trademark	Application Number / Registration Number	Owner	Filing Date / Registration Date
1.	THRYVPAY	90/375618 (USE)	Thryv, Inc.	12/11/2020
2.		90/375626 (USE)	Thryv, Inc.	12/11/2020
3.		90/375631 (USE)	Thryv, Inc.	12/11/2020
4.	BERRY NETWORK	90/287012 (USE)	Thryv, Inc.	10/29/2020
5.		90/287017 (USE)	Thryv, Inc.	10/29/2020
6.	BERRYOPTIMIZER	90/287031 (USE)	Thryv, Inc.	10/29/2020
7.	THRYV CONNECT	90/259100 (USE)	Thryv, Inc.	10/16/2020
8.	ROBOJAM	88/607534 / 6170957	Thryv, Inc.	9/6/2019 / 10/6/2020
9.	DEX AUTOMOTIVE	87/922098 / 5754927	Thryv, Inc.	5/15/2018 / 5/21/2019
10.	THRYV LEADS	87/766888 / 5897863	Thryv, Inc.	1/23/2018 / 10/29/2019
11.		87/546585 / 5728646	Thryv, Inc.	7/28/2017 / 4/16/2019
12.	DEXYP	87/546380 / 5728645	Thryv, Inc.	7/27/2017 / 4/16/2019
13.		87/979549 / 5687648	Thryv, Inc.	7/20/2017 / 2/26/2019
14.		87/979550 / 5687649	Thryv, Inc.	7/20/2017 / 2/26/2019



	Trademark	Application Number / Registration Number	Owner	Filing Date / Registration Date
15.		87/535494 / 5662367	Thryv, Inc.	7/20/2017 / 1/22/2019
16.		87/536450 / 6064588	Thryv, Inc.	7/20/2017 / 5/26/2020
17.		87/536651 / 5662369	Thryv, Inc.	7/20/2017 / 1/22/2019
18.		87/536741 / 6064590	Thryv, Inc.	7/20/2017 / 5/26/2020
19.	THRYV	87/530983 / 5662360	Thryv, Inc.	7/17/2017 / 1/22/2019
20.	MYDEX	87/331672 / 5295631	Thryv, Inc.	2/10/2017 / 9/26/2017
21.	DEXPAGES	87/332055 / 5295672	Thryv, Inc.	2/10/2017 / 9/26/2017
22.	THRYV	87/045003 / 5541514	Thryv, Inc.	5/20/2016 / 8/14/2018