

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636064

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|---|---|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| REPUTATION.COM, INC. | | 03/30/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK, as Administrative and Collateral Agent | | |
| Street Address: | 2400 Hanover Street | | |
| City: | Palo Alto | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94304 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4254541 | REPUTATION.COM | |
| Registration Number: | 5243168 | REPUTATIONGRADER | |
| Registration Number: | 6199481 | GET FOUND. GET CHOSEN. GET BETTER | |
| Registration Number: | 4824640 | VELOCITY LOCAL SIMPLIFIED | |
| Registration Number: | 4493578 | VELOCITY LOCAL | |
| Registration Number: | 4504060 | VELOCITY SOCIAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Phone: | 800-494-5225 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| 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: | 1349788 TM SEN | | |
| NAME OF SUBMITTER: | Alicia Vellante | | |
| SIGNATURE: | /Alicia Vellante/ | | |
| DATE SIGNED: | 04/01/2021 | | |

OP \$165.00 4254541

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of March 30, 2021 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 2400 Hanover Street, Palo Alto, California 94304 ("Bank") and **REPUTATION.COM, INC.**, a Delaware corporation with its principal place of business located at 1400A Seaport Blvd, Suite 401, Redwood City, California 94063 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of Grantor to Bank 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 Grantor's Obligations to Bank under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's Obligations to Bank 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 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 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 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 (excluding 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 permitted 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).

[Signature page follows.]

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.

BANK

GRANTOR

SILICON VALLEY BANK

REPUTATION.COM, INC.

By: 
Name: Michael Meier
Title: Managing Director

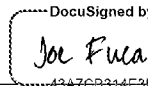
By: 
Name: Joe Fuca
Title: Chief Executive Officer and President

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> |
|--|---|---|
| Identifying and changing personal information | 8027975 | 01/29/2008 |
| Identifying and changing personal information | 8060508 | 03/01/2011 |
| Identifying and changing personal information | 8321413 | 11/14/2011 |
| System and methods for facilitating secure communications on a website | 8453218 | 11/18/2011 |
| Targeting review placement | 8494973 | 12/30/2012 |
| Follow-up determination | 8595022 | 12/30/2012 |
| Systems and methods for determining visibility and reputation of a user on the internet | 8650189 | 08/21/2012 |
| Stimulating reviews at a point of sale | 8676596 | 12/30/2012 |
| Identifying information related to a particular entity from electronic sources, using dimensional reduction and quantum clustering | 8744197 | 08/16/2012 |
| Reputation report with recommendation | 8744866 | 12/21/2012 |
| Reputation report with score | 8805699 | 12/21/2012 |
| Method and framework for software development | 8806433 | 10/27/2011 |
| System and methods for facilitating secure communications on a website | 8826002 | 08/21/2012 |
| System and methods for facilitating secure communications on a website | 8874897 | 08/21/2012 |

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| Thematic clustering | 8886651 | 12/22/2011 |
| Assigning sentiment to themes | 8918312 | 03/15/2013 |
| Privacy scoring | 8925099 | 03/14/2013 |
| Methods and systems for providing unique signatures | 9020952 | 10/04/2011 |
| Identifying information related to a particular entity from electronic sources, using dimensional reduction and quantum clustering | 9165061 | 08/16/2012 |
| Industry review benchmarking | 9697490 | 9697490 |
| Automatic finding of online profiles of an entity location | 10430478 | 06/29/2016 |
| SMS-based review requests | 10445794 | 07/14/2016 |
| Enterprise reputation evaluation | 10636041 | 07/09/2012 |
| Customized allocation framework | 10783564 | 10/27/2016 |
| Customized targeting framework | 10789615 | 10/27/2016 |
| Reviewer recommendation | 10853355 | 12/30/2012 |
| Detailed sentiment analysis | 8463595 | 06/28/2012 |
| Thematic clustering | 8819023 | 05/17/2012 |
| Follow-up determination | 9053499 | 10/10/2013 |
| Stimulating reviews at a point of sale | 9639869 | 01/23/2014 |
| Reputation report with score | 10180966 | 03/13/2014 |
| Reputation report with recommendation | 10185715 | 03/13/2014 |

| | | |
|---|----------|------------|
| Follow-up determination | 10354296 | 05/11/2015 |
| Industry review benchmarking | 10474979 | 06/01/2017 |
| System and Method for Detecting Changes Within Search Results | 8290941 | 10/22/2010 |
| Stimulating Reviews at a Point of Sale | 9369869 | 12/14/2012 |

Published Pending Patent Applications

| | | |
|--|----------|------------|
| INDUSTRY REVIEW BENCHMARKING | 16585557 | 09/27/2019 |
| DETERMINING THEMES | 13842376 | 03/15/2013 |
| MANAGING DEMAND AND SUPPLY OF SOCIAL CONTENT | 14700090 | 04/29/2015 |
| AUTOMATIC FINDING OF ONLINE PROFILES OF AN ENTITY LOCATION | 16525216 | 07/29/2019 |
| BUSINESS LISTINGS | 15197648 | 06/29/2016 |
| DYNAMIC OBJECT CUSTOMIZATION | 10909580 | 10/27/2016 |
| LOCAL CONTENT PUBLISHING | 10938768 | 10/19/2016 |
| SMS-BASED REVIEW REQUESTS | 16550626 | 08/26/2019 |
| VIRALITY CAUSE DETERMINATION | 16817221 | 03/12/2020 |
| REPUTATION SCORING AND INSIGHTS | 62952683 | 12/23/2019 |
| IMPACT-BASED STRENGTH AND WEAKNESS DETERMINATION | 16817236 | 03/12/2020 |
| ENTITY SCORING CALIBRATION FEEDBACK ATTRIBUTION | 16817242 | 03/12/2020 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|-----------------------------------|---|---|
| reputation.com | 4,254,541 | 12/4/2012 |
| ReputationGrader | 5,243,168 | 7/11/2017 |
| Get Found. Get Better. Get Chosen | 6,199,481 | 11/17/2020 |
| Velocity Local Simplified | 4824640 | 10/6/2015 |
| Velocity Local | 4493578 | 03/11/2014 |
| Velocity Social | 4504060 | 04/01/2014 |

EXHIBIT D

Mask Works

None