

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636066

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 MEZZ		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		
DATE SIGNED:	04/01/2021		

OP \$165.00 4254541

Total Attachments: 10

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source=Closing Copy - D10. IPSA (Mezzanine Loan) - Reputation.com (2nd A&R LMA) (2021)#page2.tif
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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, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, “**Agent**”) with a loan production office located at 2400 Hanover Street, Palo Alto, California 94304 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. Silicon Valley Bank and SVB Innovation Credit Fund VIII, L.P., a Delaware limited partnership (individually and collectively, the “**Lenders**”) 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 Mezzanine Loan and Security Agreement by and among the Lenders 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). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s Obligations under the Loan Agreement, Grantor grants and pledges to Agent, for ratable benefit of the Lenders, 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 Agent.

3. Authorization. Grantor hereby authorizes Agent 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 Agent and Lenders 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.

AGENT

GRANTOR

SILICON VALLEY BANK

REPUTATION.COM, INC.

By:  _____
Name: Michael Meier
Title: Managing Director

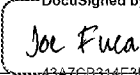
By:  _____
Name: Joe Fuca
Title: Chief Executive Officer and President

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

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RECORDED: 04/01/2021

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