

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIVA HOLDCO, INC.		10/15/2021	Corporation: DELAWARE
MIVA BUYER, INC.		10/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5407604	MIVA	
Registration Number:	5374125	MIVAPAY	
Registration Number:	5001234	MIVA	
Registration Number:	4682189	MIVACON	
Registration Number:	3119681	MIVA MERCHANT	
Registration Number:	3254185	MIVA	
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 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1501451 TM		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		

OP \$165.00 5407604

DATE SIGNED:	10/20/2021
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Total Attachments: 7

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- source=Closing Copy - G03. Intellectual Property Security Agreement - Miva#page2.tif
- source=Closing Copy - G03. Intellectual Property Security Agreement - Miva#page3.tif
- source=Closing Copy - G03. Intellectual Property Security Agreement - Miva#page4.tif
- source=Closing Copy - G03. Intellectual Property Security Agreement - Miva#page5.tif
- source=Closing Copy - G03. Intellectual Property Security Agreement - Miva#page6.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 15, 2021 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 capacity, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of October 15, 2021, by and among MIVA HOLDCO, INC., a Delaware corporation (“*Holdings*”), MIVA BUYER, INC., a Delaware corporation (the “*Borrower*”), the several banks and other financial institutions or entities from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), SVB, as the Issuing Lender and the Swingline Lender, and SVB, as administrative agent and collateral agent for the Lenders (in such capacity, the “*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.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Borrower under the Credit Agreement, Holdings, the 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. Administrative Agent and Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Holdings, the 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 Holdings, the 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, Holdings, the Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings’, the 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 its 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 (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), 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. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.


THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW 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.

GRANTORS:

MIVA, INC.

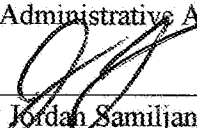
By: 
Name: Jeffrey Del Papa
Title: Assistant Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007462 FRAME: 0906

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as the Administrative Agent

By:  _____

Name: Jordan Samiljan

Title: Managing Director

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Miva, Inc.	United States	5407604	2/20/2018	8/16/2017	Miva, Inc.	MIVA
Miva, Inc.	United States	5374125	1/9/2018	5/23/2017	Miva, Inc.	MIVAPAY
Miva, Inc.	United States	5001234	7/19/2016	5/28/2015	Miva, Inc.	MIVA
Miva, Inc.	United States	4682189	2/3/2015	7/15/2014	Miva, Inc.	MIVACON
Miva, Inc.	United States	3119681	7/25/2006	3/23/2005	Miva, Inc.	MIVA MERCHANT
Miva, Inc.	United States	3254185	6/19/2007	3/17/2005	Miva, Inc.	MIVA
Miva, Inc.	Canada	TMA711646	4/11/2008	03/29/2005	Miva Small Business Solutions, Inc.	"A" (Stylized)
Miva, Inc.	Canada	TMA711644	4/11/2008	03/29/2005	Miva Small Business Solutions, Inc.	"MIVA" (Stylized)
Miva, Inc.	Canada	TMA711645	04/11/2008	03/29/2005	Miva, Inc.	MIVA
Miva, Inc.	Canada	TMA689350	06/7/2007	03/29/2005	Miva, Inc.	MIVA MERCHANT
Miva, Inc.	European Union	1456748	02/15/2001	01/11/2000	Miva, Inc.	MIVA
Miva, Inc.	European Union	018093606	11/23/2019	07/11/2019	Miva, Inc.	MIVA
Miva, Inc.	United Kingdom	UK00901456748	02/15/2001	01/11/2000	Miva, Inc.	MIVA
Miva, Inc.	United Kingdom	UK00918093606	11/23/2019	07/11/2019	Miva, Inc.	MIVA

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Miva, Inc.	Canada	1974864	07/10/2019	Miva, Inc.	MIVA