

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vivial Media LLC		03/07/2022	Limited Liability Company: COLORADO
Vivial Mobile LLC		03/07/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1700 Lincoln Street, 3rd Floor		
Internal Address:	MAC C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5456831	VIVIAL CONNECT	
Registration Number:	5456830	VIVIAL CONNECT	
Registration Number:	5926874	VIVIAL	
Registration Number:	4873226		
Registration Number:	4873225	LOCALVOX	
Registration Number:	4639560	LOCAL SEARCH. SIMPLIFIED.	
Registration Number:	4364153	SNAPTAG	
Registration Number:	4204483	SNAPTAG	
Registration Number:	4026898	NEARSAY	
Registration Number:	2891520	CINCINNATI BELL DIRECTORY	
Registration Number:	1665468	THE WORK BOOK	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	7043734640		

OP \$290.00 5456831

Email: bsmith@mcguirewoods.com
Correspondent Name: Betty G. Smith, Senior Paralegal
Address Line 1: McGuireWoods LLP, 201 N. Tryon St.
Address Line 2: Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2029724-1645

NAME OF SUBMITTER: Betty G. Smith

SIGNATURE: /Betty G. Smith/

DATE SIGNED: 03/11/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of March 7, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "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").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of March 1, 2021 (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, as Holdings, Thryv, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, the other Loan Documents, 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 Collateral Agreement, dated as of March 1, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

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, each 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 Collateral Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally 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 as the "Security Interest") in all of such 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 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 such 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 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 secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, 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 any Grantor.

4. COLLATERAL AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Collateral Agreement. Each 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 Collateral 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 and the Collateral Agreement, the Collateral Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in separate 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 Trademark Security Agreement by facsimile or in electronic (i.e. "pdf" or "tif") form shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. GOVERNING LAW, SUBMISSION TO JURISDICTION, WAIVER OF VENUE AND WAIVER OF JURY TRIAL. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION, WAIVER OF VENUE AND WAIVER OR JURY TRIAL SET FORTH IN SECTIONS 7.5(a), 7.5(b), 7.5(c) AND 7.6 OF THE COLLATERAL 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 to be executed and delivered as of the day and year first above written.

GRANTORS:

VIVIAL MEDIA LLC
VIVIAL MOBILE LLC

By: 

Name: KJ Christopher
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (TL)]


ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: M Trautwein
Name: Monica Trautwein
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Registration Date	Registration Number	Owner
VIVIAL CONNECT	United States	5/1/2018	5456831	Vivial Mobile LLC
VIVIAL CONNECT vivial Connect	United States	5/1/2018	5456830	Vivial Mobile LLC
VIVIAL	United States	12/3/2019	5926874	Vivial Media LLC
Design Only 	United States	12/22/2015	4873226	Vivial Media LLC
LOCALVOX	United States	12/22/2015	4873225	Vivial Media LLC
LOCAL SEARCH. SIMPLIFIED.	United States	11/18/2014	4639560	Vivial Media LLC
SNAPTAG	United States	7/9/2013	4364153	Vivial Media LLC
SNAPTAG	United States	9/11/2012	4204483	Vivial Media LLC
NEARSAY	United States	9/13/2011	4026898	Vivial Media LLC
CINCINNATI BELL DIRECTORY	United States	10/5/2004	2891520	Vivial Media LLC
THE WORK BOOK	United States	11/19/1991	1665468	Vivial Media LLC

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