

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787830

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900747403

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REPUTATION.COM, INC.		12/30/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
Internal Address:	HF 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5553121	BANYAN
Registration Number:	5553122	BANYAN
Registration Number:	3625645	BRICKFISH
Registration Number:	3431259	BRICKFISH
Registration Number:	3361060	COST PER ENGAGEMENT
Registration Number:	3478355	CPE
Registration Number:	6199481	GET FOUND. GET CHOSEN. GET BETTER
Registration Number:	5739128	JUMP
Registration Number:	5619318	MONITORS ENTERPRISE
Serial Number:	90512893	REPUTATION
Registration Number:	4205056	NUVI
Registration Number:	5165281	NUVI
Serial Number:	90512882	
Registration Number:	4254541	REPUTATION.COM
Registration Number:	5243168	REPUTATIONGRADER
Serial Number:	90549532	RXM
Registration Number:	4824640	VELOCITY LOCAL SIMPLIFIED

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Joanna McCall
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:	1869230
NAME OF SUBMITTER:	Gwendolyn Meccas, Paralegal
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	02/17/2023

Total Attachments: 13

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of December 30, 2022 by and between **SILICON VALLEY BANK**, a California corporation (“Bank”) and **REPUTATION.COM, INC.**, a Delaware corporation (“Grantor”). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement dated as of March 30, 2021 between Grantor and Bank (the “Existing IPSA”) recorded with (i) the Patent division of the United States Patent and Trademark Office on April 1, 2021 at Reel 055793, Frame 0913 and (ii) the Trademark division of the United States Patent and Trademark Office on April 1, 2021 at Reel 7240, Frame 0712.

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 Third Amended and Restated Loan and Security Agreement by and among Bank, Social Mecca, Inc. 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).

8. Reaffirmation, Amendment, and Restatement. The terms, conditions, agreements, covenants, representations and warranties set forth in and relating to the Existing IPSA are hereby amended, restated, replaced and superseded in their entirety by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement. Effective as of the date hereof, Grantor hereby acknowledges and reaffirms the Liens under the Existing IPSA (the "Existing Liens") and acknowledges that the Existing Liens are continuing valid and enforceable first priority perfected Liens (subject to Liens permitted by the Loan Agreement) in favor of Bank, as modified and restated hereby, in order to secure the Obligations. Grantor hereby confirms and agrees that such Existing Liens are hereby ratified and confirmed in all respects in favor of Bank. This Agreement does not discharge or release the Existing Liens or the priority thereof, which shall continue, as modified and restated hereby, without interruption and in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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.

DocuSigned by:
By: Natalie Perez
Name: Natalie Perez
Title: Vice President

DocuSigned by:
By: Joe Fuca
Name: Joe Fuca
Title: Chief Executive Officer

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B**Patents**

Title	Patent No. / Application No.	Date of Issuance/ Application
Systems And Methods For Visualization Of Electronic Social Network Content	U.S. Patent No. 11,108,876	08/31/21
Systems And Methods For Visualization Of Electronic Social Network Content	Application No. 17/461,728	08/30/21
Systems And Methods For Conducting Online Campaigns	U.S. Patent No. 8,656,298	02/18/14
Systems And Methods For Visualization Of Electronic Social Network Content	U.S. Patent No. 10,165,067	12/25/18
Thematic Clustering	U.S. Patent No. 8,886,651 B1	11/11/14
Thematic Clustering	U.S. Patent No. 8,819,023 B1	08/26/14
Detailed Sentiment Analysis	U.S. Patent No. 8,463,595 B1	06/11/13
Enterprise Reputation Evaluation	U.S. Patent No. 10,636,041 B1	04/28/20
Reputation Report With Recommendation	U.S. Patent No. 8,744,866 B1	06/03/14
Reputation Report With Recommendation	U.S. Patent No. 10,185,715 B1	01/22/19
Reputation Report With Score	U.S. Patent No. 8,805,699 B1	08/12/14
Reputation Report With Score	U.S. Patent No. 10,180,966 B1	01/15/19
Targeting Review Placement	U.S. Patent No. 8,494,973 B1	07/23/13
Reviewer Recommendation	U.S. Patent No. 10,853,355 B1	12/01/20

Title	Patent No. / Application No.	Date of Issuance/ Application
Industry Review Benchmarking	U.S. Patent No. 9,697,490 B1	07/04/17
Industry Review Benchmarking	U.S. Patent No. 10,474,979 B1	11/12/19
Industry Review Benchmarking	U.S. Patent No. 10,997,638 B1	05/04/21
Industry Review Benchmarking	Application No. 17/214,573	03/26/21
Follow-Up Determination	U.S. Patent No. 8,595,022 B1	11/26/13
Follow-Up Determination	U.S. Patent No. 9,053,499 B1	06/09/15
Follow-Up Determination	U.S. Patent No. 10,354,296 B1	07/16/19
Stimulating Reviews At A Point Of Sale	U.S. Patent No. 8,676,596 B1	12/30/12
Stimulating Reviews At A Point Of Sale	U.S. Patent No. 9,639,869 B1	01/23/14
Privacy Scoring	U.S. Patent No. 8,925,099 B1	03/14/13
Assigning Sentiments To Themes	U.S. Patent No. 8,918,312 B1	03/15/13
Determining Themes	U.S. Patent No. 11,093,984 B1	08/17/21
Determining Themes	Application No. 17/364,643	06/30/21
System And Method For Detecting Changes Within Search Results	U.S. Patent No. 8,290,941 B2	10/16/12
Identifying And Changing Personal Information	"U.S. Patent No. 8,027,975 B2	01/29/08
Systems And Methods For Facilitating Secure Communications On A Website	U.S. Patent No. 8,453,218 B2	11/18/11




Title	Patent No. / Application No.	Date of Issuance/ Application
Systems And Methods For Facilitating Secure Communications On A Website	U.S. Patent No. 8,826,002 B2	08/21/12
Systems And Methods For Facilitating Secure Communications On A Website	U.S. Patent No. 8,874,897 B2	08/21/12
Identifying And Changing Personal Information	U.S. Patent No. 8,060,508 B2	03/01/11
Identifying And Changing Personal Information	U.S. Patent No. 8,321,413 B2	11/14/2011
Systems And Methods For Determining Visibility And Reputation Of A User On The Internet	U.S. Patent No. 8,650,189 B2	8/21/2012
Identifying Information Related To A Particular Entity From Electronic Sources, Using Dimensional Reduction And Quantum Clustering	U.S. Patent No. 8,744,197 B2	08/16/12
Identifying Information Related To A Particular Entity From Electronic Sources, Using Dimensional Reduction And Quantum Clustering	U.S. Patent No. 9,165,061 B2	08/16/12
Managing Demand And Supply Of Social Content	Application No. 14/700,090	04/29/15
Methods And Systems For Providing Unique Signatures	U.S. Patent No. 9,020,952 B2	4/28/2015
Automatic Finding Of Online Profiles Of An Entity Location	U.S. Patent No. 10,430,478 B1	10/01/19
Automatic Finding Of Online Profiles Of An Entity Location	U.S. Patent No. 11,061,978 B1	07/13/21
Automatic Finding Of Online Profiles Of An Entity Location	Application No. 17/330,235	05/25/21
Business Listings	Application No. 15/197,648	06/29/16
Dynamic Object Customization	U.S. Patent No. 10,909,580 B1	02/02/21

Title	Patent No. / Application No.	Date of Issuance/ Application
Local Content Publishing	U.S. Patent No. 10,938,768 B1	03/02/21
SMS-Based Review Requests	U.S. Patent No. 10,445,794 B1	10/15/19
SMS-Based Review Requests	U.S. Patent No. 11,403,681 B1	08/02/22
SMS-Based Review Requests	Application No. 17/834,216	06/07/22
Customized Targeting Framework	U.S. Patent No. 10,789,615 B1	09/29/20
Customized Allocation Framework	U.S. Patent No. 10,783,564 B1	09/22/20
Method And Framework For Software Development	U.S. Patent No. 8,806,433 B2	08/12/14
Virality Cause Determination	Application No. 16/817,221	03/12/20
Impact-Based Strength And Weakness Determination	Application No. 16/817,236	03/12/20
Entity Scoring Calibration	Application No. 16/817,242	03/12/20
Entity Scoring Calibration	U.S. Patent No. 11,436,647	09/06/22
Feedback Attribution	Application No. 17/167,327	02/04/21
Macro-Attribution	Application No. 17/592,205	02/03/22
Attribution Of Feedback	Application No. 63/145,623	02/04/21
Dynamic Location Management	Application No. 17/853,578	06/29/22
Dynamic Location Management	Application No. 63/291,803	12/20/21
Probabilistic Employee Attribution	Application No. 17/592,208	02/03/22

Title	Patent No. / Application No.	Date of Issuance/ Application
Online Marketing Platform	U.S. Patent No. 8,788,334	07/22/14
Content Distribution System Including Cost-Per-Engagement Based Advertising	U.S. Patent No. 8,788,335 B2	07/22/14

EXHIBIT C

Trademarks

Mark	Country	Registration No. / Application No.	Date of Registration / Application
BANYAN	U.S.	5553121	09/04/18
BANYAN (stylized)	U.S.	5553122	09/04/18
BRICKFISH (standard characters)	U.S.	3625645	05/26/09
BRICKFISH (stylized)	U.S.	3431259	05/20/08
BRICKFISH	Int'l Registration - Madrid Protocol Only	988398	10/13/08
BRICKFISH	Canada	TMA777712	09/22/10
BRICKFISH.COM	Int'l Registration - Madrid Protocol Only	988284	10/13/08
BRICKFISH.COM	Canada	TMA777781	09/22/10
COST PER ENGAGEMENT (standard characters)	U.S.	3361060	12/25/07
CPE (standard characters)	U.S.	3478355	07/29/08
GET FOUND. GET CHOSEN. GET BETTER.	U.S.	6199481	11/17/20
JUMP (standard characters)	U.S.	5739128	04/30/19
MONITORS ENTERPRISE (standard characters)	U.S.	5619318	11/27/18
 Reputation	U.S.	90512893	02/05/21
NUVI (standard characters)	U.S.	4205056	09/11/12
NUVI (stylized)	U.S.	5165281	03/21/17
	U.S.	90512882	02/05/21
 reputation.com	Brazil	831206942	01/21/15

 reputation.com	Brazil	831206950	07/21/15
 reputation.com	U.S.	4254541	12/04/12
 reputation.com	South Korea	41-0246906	12/12/12
 reputation.com	European Community	010224228	05/08/12
 reputation.com	China	9884251	08/21/15
 reputation.com	Canada	857679	08/14/13
 reputation.com	Japan	5538200	11/22/12
 reputation.com	China	10716814	06/07/13
ReputationGrader	U.S.	5243168	07/11/17
RXM	U.S.	90/549,532	02/26/21
Velocity Local Simplified	U.S.	4824640	10/06/15

EXHIBIT D

Mask Works

None