

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5220713

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	MANTA MEDIA, INC.	11/01/2018
RECEIVING PARTY DATA		
Name:	WESTERN ALLIANCE BANK	
Street Address:	55 ALMADEN BOULEVARD, SUITE 100	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8375017	
Patent Number:	7730021	
CORRESPONDENCE DATA		
Fax Number:	(858)550-6420	
<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>		
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Correspondent Name:	DEREK MONTEBLANCO	
Address Line 1:	4401 EASTGATE MALL	
Address Line 4:	SAN DIEGO, CALIFORNIA 92121	
ATTORNEY DOCKET NUMBER:	305983-1135	
NAME OF SUBMITTER:	DEREK MONTEBLANCO	
SIGNATURE:	/DEREK MONTEBLANCO/	
DATE SIGNED:	11/02/2018	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of November 1, 2018 is made by MANTA MEDIA, INC., a Delaware corporation ("Grantor"), in favor of WESTERN ALLIANCE BANK, an Arizona corporation ("Bank"). All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement (as defined below).

Introductory Statement

WHEREAS, pursuant to the Amended and Restated Revolving Loan Agreement dated as of November 1, 2018 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among BOOSTABILITY PARENT, INC., a Delaware corporation ("Parent"), BOOSTABILITY HOLDINGS, INC., a Delaware corporation ("Holdings"), Grantor, SEOTOWNCENTER, INC., a Delaware corporation ("Boostability"), and SMB ELITE, LLC, a Delaware limited liability company ("Grow Team", and together with Grantor and Boostability, collectively "Borrowers", and each, a "Borrower"), the other Guarantors referred to therein, and the Bank, the Bank made Advances to the Borrowers on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, the Loan Parties and the Bank have entered into the Amended and Restated Guaranty and Security Agreement dated as November 1, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"); and

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Bank to enter into the Loan Agreement, to induce the Bank to make Advances to the Borrowers thereunder, and intending to be legally bound, Grantor hereby agrees with the Bank, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of

Grantor, hereby pledges, collaterally assigns and transfers to the Bank, and grants to the Bank, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to Grantor of any right in, to or under any Patent, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to the Bank pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and agrees that the rights and remedies of the Bank and the obligations of Grantor with respect to the Liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR

PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS PATENT SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

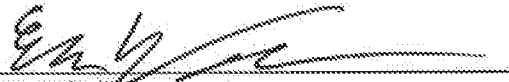
Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement *mutatis mutandis* as if fully set forth herein. This Patent Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

MANTA MEDIA, INC., as Grantor

By 
Name: Eric Tencer
Title: Vice President, Secretary and Assistant
Treasurer

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patents:

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Manta Media, Inc.	Automated keyword analysis system and method	11,045,912 01/28/2005	8,375,017 02/12/2013
2.	Manta Media, Inc.	System and method for generating landing pages for content sections	11,046,054 01/28/2005	7,730,021 06/01/2010