

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6576051

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
THRYV, INC.		03/01/2021
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	
Street Address:	150 EAST 42ND STREET	
Internal Address:	MAC J0149-030	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Application Number:	16857452	
Application Number:	16857643	
Application Number:	16780683	
Application Number:	16571978	
Patent Number:	10453082	
Patent Number:	10217121	
Patent Number:	10219104	
Patent Number:	9930175	
Patent Number:	10291786	
Patent Number:	10769720	
Patent Number:	10685376	
Patent Number:	10679246	
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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:	800-713-0755	
Email:	Ted.mulligan@wolterskluwer.com	
Correspondent Name:	CT CORPORATION	

PATENT

Address Line 1: 4400 EASTON COMMONS WAY
Address Line 2: SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	JESSICA HILDEBRANDT
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SIGNATURE:	/Jessica Hildebrandt/
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DATE SIGNED:	03/01/2021
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Total Attachments: 8

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

THRYV, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 1, 2021

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association, as Administrative Agent

Internal Address: _____

Street Address: 150 East 42nd Street, MAC J0149-030

City: New York

State: NY

Country: USA Zip: 10017

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule I

See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: _____

Email Address: jhildebrandt@otterbourg.com

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

3/1/2021

Date

Jessica Hildebrandt

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 055443 FRAME: 0192

SUPPLEMENT NO. 1 TO PATENT SECURITY AGREEMENT

This SUPPLEMENT NO. 1 TO PATENT SECURITY AGREEMENT (this “Patent Security Agreement Supplement”) is made as of March 1, 2021, by and among **THRYV, INC.**, a Delaware corporation (“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”) to that certain Patent Security Agreement, dated as of June 30, 2017 (as amended, restated, amended and restated, supplemented, renewed, replaced, or otherwise modified from time to time, the “Patent Security Agreement”), by and among the Grantors party thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of June 30, 2017 (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 (“Thryv Holdings”), Thryv, Inc., a Delaware corporation (“Thryv”) and the other borrowers from time to time party thereto (together with Thryv, each individually as a “Borrower”, and individually and collectively, jointly and severally, as the “Borrowers”), the guarantors from time to time party thereto, the lenders from time to time party thereto (together with their respective successors and assigns, each, a “Lender” and collectively, the “Lenders”), Administrative Agent, Wells Fargo and PNC Bank, National Association, a national banking association (“PNC Bank”), as co-collateral agents (in such capacity, together with their successors and assigns in such capacity, the “Co-Collateral Agents”) and as joint lead arrangers and joint book runners, and PNC Bank as syndication agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Guaranty and Security Agreement, dated as of June 30, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, the Grantor and Administrative Agent are parties to that certain Patent Security Agreement; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Patent Security Agreement Supplement;

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, the 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement Supplement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby unconditionally grants, 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 Patent Security Agreement Supplement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Patent License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement Supplement 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 Patent Security Agreement Supplement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor 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 the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement Supplement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest 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. To the extent there is any inconsistency between this Patent Security Agreement Supplement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. TERMINATION OR RELEASE OF SECURITY INTEREST. Upon any termination or release of the Patent Collateral pursuant to the terms of the Credit Agreement the Administrative Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor all UCC termination statements, releases of intellectual property filings, and similar documents and take such other actions (including, without limitation, making of all filings) as the Grantor shall reasonably request in writing to evidence such termination or release of the Patent Collateral.

6. COUNTERPARTS. This Patent Security Agreement Supplement is a Loan Document. This Patent Security Agreement Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement Supplement. Delivery of an executed counterpart of this Patent Security Agreement Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement Supplement. Any party

delivering an executed counterpart of this Patent Security Agreement Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement Supplement.

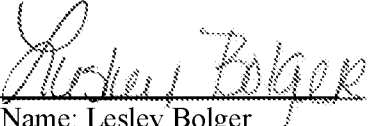
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SUPPLEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement Supplement to be executed and delivered as of the day and year first above written.

GRANTOR:

THRYV, INC.

By: 
Name: Lesley Bolger
Title: VP Corporate Counsel-
Legal & Human Resources, Chief
Compliance Officer and Secretary

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT SUPPLEMENT]

PATENT
REEL: 055443 FRAME: 0196

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: 
Marc J. Breier
Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT SUPPLEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT SUPPLEMENT

U.S. Pending Patent Applications

	Application Number	Application Date	Owner	Title
1.	16/857452	4/24/2020	Thryv, Inc.	METHOD AND SYSTEM FOR LEAD BUDGET ALLOCATION AND OPTIMIZATION ON A MULTI-CHANNEL MULTI-MEDIA CAMPAIGN MANAGEMENT AND PAYMENT PLATFORM
2.	16/857643	4/24/2020	Thryv, Inc.	METHOD AND SYSTEM FOR LEAD BUDGET ALLOCATION AND OPTIMIZATION ON A MULTI-CHANNEL MULTI-MEDIA CAMPAIGN MANAGEMENT AND PAYMENT PLATFORM
3.	16/780683	2/3/2020	Thryv, Inc. Deepak Thakral Giri Damerla	DYNAMIC DETERMINATION OF SERVICE ALLOCATION AND FULFILLMENT
4.	16/571,978	9/16/2019	Thryv, Inc.	SELECTING ADVERTISEMENTS FOR USERS VIA A TARGETING DATABASE

U.S. Issued Patents

	Patent Number	Registration Date	Owner	Title
	10453082	10/22/2019	Thryv, Inc.	ACCREDITED ADVISOR MANAGEMENT SYSTEM
2.	10217121	2/26/2019	Thryv, Inc.	ADVISING MANAGEMENT SYSTEM WITH SENSOR INPUT
3.	10219104	2/26/2019	Thryv, Inc.	SYSTEM AND METHOD FOR COORDINATING MEETINGS BETWEEN USERS OF A MOBILE COMMUNICATION NETWORK
4.	9930175	3/27/2018	Thryv, Inc.	SYSTEMS AND METHODS FOR LEAD ROUTING
5.	10291786	5/14/2019	Thryv, Inc.	SYSTEMS AND METHODS TO CUSTOMIZE THE PRESENTATION OF PROMPTS TO ESTABLISH COMMUNICATION CONNECTIONS
6.	10769720	9/8/2020	Thryv, Inc.	SYSTEMS AND METHODS TO GENERATE LEADS TO CONNECT PEOPLE FOR REAL TIME COMMUNICATIONS
7.	10685376	6/16/2020	Thryv, Inc.	METHOD AND SYSTEM FOR LEAD BUDGET ALLOCATION AND OPTIMIZATION ON A MULTI CHANNEL MULTI MEDIA CAMPAIGN MANAGEMENT AND PAYMENT PLATFORM

	Patent Number	Registration Date	Owner	Title
8.	10679246	6/9/2020	Thryv, Inc.	ELECTING ADVERTISEMENTS FROM ONE OR MORE DATABASES FOR SENDING TO A PUBLISHER