

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496682

| | | | |
|---|---------------------------------|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MANTA MEDIA, INC. | | 11/01/2018 | Corporation: DELAWARE |
| SEOTOWNCENTER, INC. | | 11/01/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | 55 ALMADEN BOULEVARD, SUITE 100 | | |
| Internal Address: | ATTN: NOTE DEPARTMENT | | |
| City: | SAN JOSE | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85751826 | MANTA | |
| Serial Number: | 85569983 | WHERE SMALL BUSINESS GROWS | |
| Serial Number: | 78732331 | MANTA | |
| Serial Number: | 88088917 | BOOSTABILITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |
| <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: | 8585506472 | | |
| Email: | dmontebianco@cooley.com | | |
| Correspondent Name: | DEREK MONTEBLANCO | | |
| Address Line 1: | C/O COOLEY LLP | | |
| Address Line 2: | 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 | | |

CH \$115.00 85751826

Total Attachments: 5

source=04 Amended and Restated Trademark Security Agreement - Boostability#page1.tif

source=04 Amended and Restated Trademark Security Agreement - Boostability#page2.tif

source=04 Amended and Restated Trademark Security Agreement - Boostability#page3.tif

source=04 Amended and Restated Trademark Security Agreement - Boostability#page4.tif

source=04 Amended and Restated Trademark Security Agreement - Boostability#page5.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of November 1, 2018 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of WESTERN ALLIANCE BANK, an Arizona corporation ("Bank").

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"), MANTA MEDIA, INC., a Delaware corporation ("Manta"), SEOTOWNCENTER, INC., a Delaware corporation ("Boostability"), and SMB ELITE, LLC, a Delaware limited liability company ("Grow Team", and together with 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, all of the Grantors are party to an Amended and Restated Guaranty and Security Agreement dated as of November 1, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement; and

WHEREAS, Boostability, as a grantor, and the Bank previously entered into the Trademark Security Agreement, dated as of September 11, 2014 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Existing Trademark Security Agreement"); and

WHEREAS, in connection with the Loan Agreement and the Guaranty and Security Agreement, Manta has agreed to execute and deliver this Agreement in order to become a grantor under to the Agreement; and

WHEREAS, the Grantors and the Bank wish to amend and restated the Existing Trademark Security Agreement in its entirety, pursuant to the terms set forth herein.

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, each 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 Trademark Collateral. Each 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 such 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 such Grantor (the "Trademark"):

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

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Bank pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Bank and the obligations of each Grantor with respect to the Liens and security interests in the Trademark 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 Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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

Section 5. Counterparts. This Trademark 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 TRADEMARK 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. EACH 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 TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK 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.

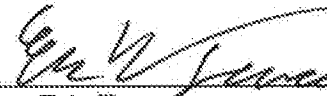
Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark 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 AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

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

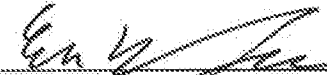
SEOTOWNCENTER, INC., as a Grantor

By 

Name: Eric Tencer

Title: Vice President, Secretary and Assistant
Treasurer

MANTA MEDIA, INC., as a Grantor

By 

Name: Eric Tencer

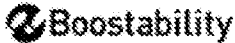
Title: Vice President, Secretary and Assistant
Treasurer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses:

| OWNER | SERIAL NUMBER | APPLICATION DATE | REGISTRATION NUMBER | REGISTRATION DATE | TRADEMARK |
|-------------------|---------------|------------------|---------------------|-------------------|----------------------------|
| MANTA MEDIA, INC. | 85751826 | October 11, 2012 | 4506523 | April 1, 2014 | MANTA |
| MANTA MEDIA, INC. | 85569983 | March 15, 2012 | 4476733 | February 4, 2014 | WHERE SMALL BUSINESS GROWS |
| MANTA MEDIA, INC. | 78732331 | October 13, 2005 | 3153681 | October 10, 2006 | MANTA |

Trademark Applications:

| OWNER | APPLICATION DATE | APPLICATION NUMBER | TRADEMARK |
|---------------------|------------------|--------------------|--|
| SEOTOWNCENTER, INC. | August 22, 2018 | 88088917 | BOOSTABILITY and Design  |

Certain of seoTownCenter Inc.'s proprietary software (including ArticlePending, Blog Editor, DexMedia, KeywordRanker, LaunchPad, MyMarketInfo, PartnerApiTests, seopresence, Service, Static Site Build Server, Worker, WritersDomain and Yext.Apis) include open source components.