

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
System1 OpCo, LLC		01/27/2022	Limited Liability Company: DELAWARE
Infospace Holdings LLC		01/27/2022	Limited Liability Company: DELAWARE
MapQuest Holdings LLC		01/27/2022	Limited Liability Company: DELAWARE
Qool Media Holdings LLC		01/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	Gateway Village-900 Building		
Internal Address:	NC1-026-06-09 (MacLegal), 900 W Trade St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4717828	OPENMAIL	
Registration Number:	3811398	HOWSTUFFWORKS	
Registration Number:	3706161	HOWSTUFFWORKS	
Registration Number:	3706162	HOWSTUFFWORKS	
Registration Number:	3491517	HOWSTUFFWORKS	
Registration Number:	3491518	HOWSTUFFWORKS	
Registration Number:	2980912	HOW STUFF WORKS	
Registration Number:	2501638	HOW STUFF WORKS	
Registration Number:	3483654	HOWSTUFFWORKS	
Registration Number:	3879959	DOGPILE	
Registration Number:	3497997	WEBCRAWLER	
Registration Number:	3371506	INFO.COM	
Registration Number:	3373136	ZOO	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	2906684	ARFIE
Registration Number:	2872006	INFOSPACE
Registration Number:	2456655	DOGPILE
Registration Number:	2121439	INFOSPACE
Registration Number:	2206397	INFOSPACE
Registration Number:	2007916	WEBCRAWLER
Registration Number:	5683440	QOOL
Registration Number:	5683441	QOOL
Registration Number:	4941340	MAPQUEST
Registration Number:	5418658	M
Registration Number:	5418659	M
Registration Number:	5413267	M
Registration Number:	5014523	MAP QUEST
Registration Number:	5014524	MAP QUEST
Registration Number:	2523222	MAPQUEST
Registration Number:	2500767	MAPQUEST
Registration Number:	2496784	MAPQUEST.COM
Registration Number:	2145962	MAPQUEST
Registration Number:	2129378	MAPQUEST

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 01/27/2022

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 27, 2022, (this "Agreement"), by System 1 OpCo, LLC, a Delaware limited liability company, Infospace Holdings LLC, a Delaware limited liability company, MapQuest Holdings LLC, a Delaware limited liability company and Qool Media Holdings LLC, a Delaware limited liability company (each, a "Grantor") in favor of Bank of America, N.A. ("Bank of America"), as administrative agent and collateral agent for the Secured Parties (in such capacity, the "Administrative Agent").

Reference is made to that certain Security Agreement, dated as of January 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit and Guaranty Agreement, dated as of January 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among, inter alios, Orchid Merger Sub II, LLC, a Delaware limited liability company (the "Borrower"), S1 Holdco, LLC, a Delaware limited liability company ("Holdings"), the Subsidiaries of the Borrower from time to time party thereto, the Lenders and L/C Issuers from time to time party thereto and Bank of America, as Administrative Agent and Swing Line Lender. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral");

- A. all Trademarks, including the Trademark registrations and applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office and all Exclusive Copyright Licenses, in each case, listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Release of Security Interest. At such time as all of the Secured Obligations shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to each Grantor all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral.

SECTION 5. Authorization. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks and the United States Copyright Office each record this Intellectual Property Security Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

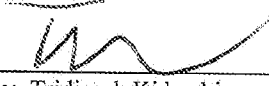
SECTION 7. Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

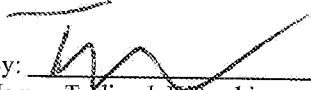
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INFOSPACE HOLDINGS LLC
MAPQUEST HOLDINGS LLC
QOOL MEDIA HOLDINGS LLC

By: 
Name: Tridivesh Kidambi
Title: Treasurer and Chief Financial Officer

SYSTEM1 OPCO, LLC

By: 
Name: Tridivesh Kidambi
Title: Treasurer and Chief Financial Officer

Signature Page to Intellectual Property Security Agreement








TRADEMARK
REEL: 007570 FRAME: 0651

SCHEDULE I

REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Owner
OPENMAIL	4717828	4/7/2015	System1 OpCo, LLC
	3811398	6/29/2010	System1 OpCo, LLC
	3706161	11/3/2009	System1 OpCo, LLC
	3706162	11/3/2009	System1 OpCo, LLC
HOWSTUFFWORKS	3491517	8/26/2008	System1 OpCo, LLC
HOWSTUFFWORKS	3491518	8/26/2008	System1 OpCo, LLC
HOW STUFF WORKS	2980912	8/2/2005	System1 OpCo, LLC
HOW STUFF WORKS	2501638	10/30/2001	System1 OpCo, LLC
HOWSTUFFWORKS	3483654	8/12/2008	System1 OpCo, LLC
	3879959	11/23/2010	Infospace Holdings LLC
WEBCRAWLER	3497997	9/9/2008	Infospace Holdings LLC
	3371506	1/22/2008	Infospace Holdings LLC
ZOO	3373136	1/22/2008	Infospace Holdings LLC
ARFIE	2906684	11/30/2004	Infospace Holdings LLC
INFOSPACE	2872006	8/10/2004	Infospace Holdings LLC
DOGPILE	2456655	6/5/2001	Infospace Holdings LLC
INFOSPACE	2121439	12/16/1997	Infospace Holdings LLC
INFOSPACE	2206397	12/1/1998	Infospace Holdings LLC

Schedule I

Trademark	Registration Number	Registration Date	Owner
WEBCRAWLER	2007916	10/15/1996	Infospace Holdings LLC
QOOL	5683440	2/26/2019	Qool Media Holdings LLC
QOOL	5683441	2/26/2019	Qool Media Holdings LLC
	4941340	4/19/2016	MapQuest Holdings LLC
	5418658	3/6/2018	MapQuest Holdings LLC
	5418659	3/6/2018	MapQuest Holdings LLC
	5413267	2/27/2018	MapQuest Holdings LLC
	5014523	8/2/2016	MapQuest Holdings LLC
	5014524	8/2/2016	MapQuest Holdings LLC
	2523222	12/25/2001	MapQuest Holdings LLC
MAPQUEST	2500767	10/23/2001	MapQuest Holdings LLC
MAPQUEST.COM	2496784	10/9/2001	MapQuest Holdings LLC
MAPQUEST	2145962	3/24/1998	MapQuest Holdings LLC
MAPQUEST	2129378	1/13/1998	MapQuest Holdings LLC

Schedule I

SCHEDULE II

PATENTS

Patent	Patent Number	Serial Number	Reg. Date	Owner
EMAIL COMPLIANCE SYSTEMS AND METHODS	10528976	15/050113	01/07/2020	System1 OpCo, LLC
EMAIL COMPLIANCE SYSTEMS AND METHODS	11182826	16/702046	11/23/2021	System1 OpCo, LLC ¹
EMAIL COMPLIANCE SYSTEMS AND METHODS	N/A	17/452611	N/A	System1 OpCo, LLC ²
AUTOMATED CAMPAIGN CONFIGURATION SWITCHING FRAMEWORK	N/A	15/465,183	N/A	System1 OpCo, LLC

¹ Company to update record owner from OpenMail LLC to System1 OpCo, LLC.

² Company to update record owner from OpenMail LLC to System1 OpCo, LLC.

SCHEDULE III

REGISTERED COPYRIGHTS

Title	Registration Number	Registration Date	Owner
Arfie	VA0001254822	10/27/2003	Infospace Holdings LLC
Arfie May 2005: Arfie	VA0001328221	06/15/2005	Infospace Holdings LLC
BestGaySearch.com Website	TX0007230408	04/07/2010	Infospace Holdings LLC
DogPile	TX0005802737	06/06/2003	Infospace Holdings LLC
Dogpile.com Website	TX0007312462	04/07/2010	Infospace Holdings LLC
Dogpile web search home page	TX0005833486	11/04/2003	Infospace Holdings LLC
Dogpile Website.	TX0007847938	01/08/2014	Infospace Holdings LLC
DoGreatGood.com Website	TX0007230416	04/07/2010	Infospace Holdings LLC
Go2Net.com Website	TX0007312514	04/07/2010	Infospace Holdings LLC
InfoSpace	TX0005833798	10/29/2003	Infospace Holdings LLC
InfoSpace	TX0005966401	10/29/2003	Infospace Holdings LLC
Infospace.com Website	TX0007230427	04/07/2010	Infospace Holdings LLC
InfoSpace toolbar: version 1.0.7	TX0006004307	07/08/2004	Infospace Holdings LLC
InfoSpace toolbar: version 2.0.1	TX0006004306	07/08/2004	Infospace Holdings LLC
Infospace toolbar: version 2.2.3	TX0006406474	06/30/2006	Infospace Holdings LLC
InfoSpace Website	TX0007958355	09/09/2014	Infospace Holdings LLC
InfoSpace.com	VAu000480537	05/12/1999	Infospace Holdings LLC
InSpace Toolbar : version 2.2.1	TX0006071584	06/25/2004	Infospace Holdings LLC
Metacrawler	TX0006016390	12/10/2003	Infospace Holdings LLC
MetaCrawler.com Website	TX0007230418	04/07/2010	Infospace Holdings LLC
MetaCrawler search the search engines!	TX0005802735	06/06/2003	Infospace Holdings LLC
My.Arffie.com Website	TX0007312544	04/07/2010	Infospace Holdings LLC
Nation.com Website	TX0007312467	04/07/2010	Infospace Holdings LLC
ProactiveShopper.com Website	TX0007312461	04/07/2010	Infospace Holdings LLC
Retailinteraction.com Website	TX0007230413	04/07/2010	Infospace Holdings LLC
SaveSmart.com Website	TX0007230398	04/07/2010	Infospace Holdings LLC
SearchSpy Website output code	TX0006080705	10/14/2004	Infospace Holdings LLC
SearchSpy Website source code	TX0006080706	11/22/2004	Infospace Holdings LLC
ShopandGo.com Website	TX0007230410	04/07/2010	Infospace Holdings LLC
SpaceCharts 2.5	TX0004525122	04/02/1997	Infospace Holdings LLC
SpaceSQL 2.0	TX0004522464	04/02/1997	Infospace Holdings LLC
WebCrawler	TX0005802736	06/06/2003	Infospace Holdings LLC
WebCrawler	TX0006016391	12/10/2003	Infospace Holdings LLC
WebCrawler.com Website	TX0007230417	04/05/2010	Infospace Holdings LLC
WebFetch.com Website	TX0007230422	04/05/2010	Infospace Holdings LLC

Schedule III

WebPosition.com Website	TX0007230420	04/05/2010	Infospace Holdings LLC
WriteNow.com Website	TX0007230415	04/05/2010	Infospace Holdings LLC
Zoo.com Website	TX0007230425	04/05/2010	Infospace Holdings LLC
How air conditioners work	TX0006317272	01/05/2006	Infospace Holdings LLC
How automatic transmissions work	TX0006127410	03/10/2005	Infospace Holdings LLC
How cell phones work	TX0006127411	03/10/2005	Infospace Holdings LLC
How computer memory works	TX0006317264	01/05/2006	Infospace Holdings LLC
How diesel engines work	TX0006317271	01/05/2006	Infospace Holdings LLC
How digital cameras work	TX0006317273	01/05/2006	Infospace Holdings LLC
How DVDs work	TX0006317269	01/05/2006	Infospace Holdings LLC
How electric motors work	TX0006127412	03/10/2005	Infospace Holdings LLC
How flash memory works	TX0006317267	01/05/2006	Infospace Holdings LLC
How home networking works	TX0006127413	03/10/2005	Infospace Holdings LLC
How lock picking works	TX0006127408	03/10/2005	Infospace Holdings LLC
How microprocessors work	TX0006127414	03/10/2005	Infospace Holdings LLC
How motherboards works	TX0006317268	01/05/2006	Infospace Holdings LLC
How RAM works	TX0006317266	01/05/2006	Infospace Holdings LLC
How routers work	TX0006317265	01/05/2006	Infospace Holdings LLC
How turbochargers work	TX0006127409	03/10/2005	Infospace Holdings LLC
How VoIP works	TX0006317270	01/05/2006	Infospace Holdings LLC
How much does the earth weigh?	TX0005410059	10/04/2001	Infospace Holdings LLC
Marshall Brain's How stuff works / Marshall Brain	TX0005447069	10/04/2001	Infospace Holdings LLC
More how stuff works / Marshall Brain and the staff of Howstuffworks.com	TX0005645374	11/26/2002	Infospace Holdings LLC
What if? : intriguing answers for the insatiably curious	TX0005650126	11/26/2002	Infospace Holdings LLC

Schedule III