

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YELP INC.		04/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6998950	ELITE	
Registration Number:	6002236		
Registration Number:	6002235		
Registration Number:	5148953	WE KNOW JUST THE PLACE	
Registration Number:	4678622	YELP ELITE SQUAD	
Registration Number:	4771588	ELITE SQUAD	
Registration Number:	4308976	YELP	
Registration Number:	4308975	YELP	
Registration Number:	4308974	YELP	
Registration Number:	4316578	YELP	
Registration Number:	4438407	YELP	
Registration Number:	3938129		
Registration Number:	3181664	YELP	
Registration Number:	3618620	YELP *	
Registration Number:	3618619	YELP	
Registration Number:	3660123	YELP	
Registration Number:	3660122	YELP	
Registration Number:	3665778	REAL PEOPLE. REAL REVIEWS.	
Registration Number:	3660120	YELP	

CH \$590.00 6998950

Property Type	Number	Word Mark
Registration Number:	3618616	YELP *
Registration Number:	3660119	YELP
Registration Number:	3618615	YELP
Registration Number:	3316616	YELP

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124552592
Email: ksolomon@stblaw.com
Correspondent Name: COURTNEY WELSHIMER, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/4444
NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	04/28/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2023 (this “**Agreement**”), among the GRANTOR listed on the signature page hereto (the “**Grantor**”), and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

(A) YELP INC., a Delaware corporation (the “**Parent Borrower**”), the other SUBSIDIARY BORROWERS from time to time party thereto, the other GUARANTORS from time to time party thereto, the LENDERS and ISSUING BANKS from time to time party thereto, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) and the Collateral Agent, have entered into a Revolving Credit and Guaranty Agreement, dated as of April 28, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

(B) The Grantor is party to a Pledge and Security Agreement, dated as of April 28, 2023, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.

(C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under the Trademark Collateral. This Agreement is not to be construed as an assignment of any Trademark Collateral.

“**Trademark Collateral**” means all of the Grantor’s right, title and interest in, to and under all United States registered Trademarks and United States Trademark applications owned by the Grantor, including the items listed on Schedule 1 attached hereto (other than any “intent-to-use” trademark or service mark application filed with the United States Patent and Trademark Office,

pursuant to Section 1 (b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any such intent-to-use application or registration that issues from such intent-to-use application under applicable federal law).

SECTION 3 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Agreement and the provisions of the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

SECTION 4 Term

The term of this Agreement shall be coterminous with the term of the Pledge and Security Agreement.

SECTION 5 Governing Law and Consent to Jurisdiction

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.13 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

SECTION 6 Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The Collateral Agent may also require that any such facsimile or electronic transmission signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

YELP INC.

By: 

Name: David Schwarzbach
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Christine Lathrop
Name: Christine Lathrop
Title: Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008063 FRAME: 0107

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. NO. / APP. NO.	GRANTOR	JURISDICTION
ELITE	6998950	YELP, INC.	U.S.
DESIGN ONLY	6002236	YELP, INC.	U.S.
DESIGN ONLY	6002235	YELP, INC.	U.S.
WE KNOW JUST THE PLACE	5148953	YELP, INC.	U.S.
YELP ELITE SQUAD	4678622	YELP INC.	U.S.
ELITE SQUAD	4771588	YELP INC.	U.S.
YELP	4308976	YELP INC.	U.S.
YELP	4308975	YELP INC.	U.S.
YELP	4308974	YELP INC.	U.S.
YELP	4316578	YELP INC.	U.S.
YELP	4438407	YELP INC.	U.S.
DESIGN ONLY	3938129	YELP INC.	U.S.
YELP	3181664	YELP INC.	U.S.
YELP *	3618620	YELP INC.	U.S.
YELP	3618619	YELP INC.	U.S.
YELP & design	3660123	YELP INC.	U.S.
YELP	3660122	YELP INC.	U.S.
REAL PEOPLE. REAL REVIEWS.	3665778	YELP INC.	U.S.
YELP & design	3660120	YELP INC.	U.S.
YELP * & design	3618616	YELP INC.	U.S.
YELP	3660119	YELP INC.	U.S.
YELP	3618615	YELP INC.	U.S.
YELP & design	3316616	YELP INC.	U.S.