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TO:MICHELE DIETZ COMPANY:1000 NORTH WATER STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/07/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mortgagebot LLC		07/01/2010	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Associated Bank		
Street Address:	401 East Kilbourn Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Association: USA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2634446	MORTGAGEBOT POWERSITE	
Registration Number:	2464623	MORTGAGE MARVEL	
Registration Number:	3303905	MORTGAGEBOT	
Registration Number:	3303906	MORTGAGEBOT POWERSITE	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-298-1000		
Email:	ladmin@reinhardt.com		
Correspondent Name:	Michela Dietz		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 2100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	MISC. RECORDATIONS		

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NAME OF SUBMITTER:	Michele Dietz
Signature:	/mld/
Date:	07/07/2010
Total Attachments: 6 source=Mortgagebot Trademark Security Agreement#page1.tif source=Mortgagebot Trademark Security Agreement#page2.tif source=Mortgagebot Trademark Security Agreement#page3.tif source=Mortgagebot Trademark Security Agreement#page4.tif source=Mortgagebot Trademark Security Agreement#page5.tif source=Mortgagebot Trademark Security Agreement#page6.tif	

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Amended and Restated Trademark Security Agreement

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 1, 2010, by MORTGAGEBOT LLC, a Wisconsin limited liability company (which is a successor in interest to Mortgagebot Acquisition LLC, a Delaware limited liability company) ("Grantor"), in favor of Associated Bank, National Association (together with its successors and assigns, the "Secured Party"), amends and restates that certain Trademark Security Agreement dated September 21, 2005 among Grantor, Comerica Bank, as Collateral Agent for the benefit of itself and the Lender, and Mortgagebot Acquisition LLC (to which Grantor is the successor in interest) (the "Prior Trademark Security Agreement").

WITNESSETH:

WHEREAS, Grantor, Secured Party and Comerica Bank entered into a Loan and Security Agreement dated as of September 21, 2005 (the "Original Loan Agreement"), which the parties amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated as of September 29, 2005, and which Grantor and Secured Party are amending and restating pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Secured Party and Grantor have agreed to amend and restate that certain Pledge and Security Agreement dated as of September 21, 2005 which was executed pursuant to the terms of the Original Loan Agreement (such amended and restated Pledge and Security Agreement, including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Secured Party this Agreement and it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities to the Lender existing under the Prior Trademark Security Agreement or evidence repayment of any obligations or liabilities, and that this Agreement amend and restate in its entirety the Prior Trademark Security Agreement and re-evidence the security interests previously granted in favor of Lender pursuant to the terms of the Prior Trademark Security Agreement;

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, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Secured Party a continuing first priority security interest in all of Grantor's right,

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title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, Trademark registrations and Trademark applications to which it is or shall be a party, including, without limitation, the Trademarks, Trademark registrations, and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration or Trademark application;

(b) all renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, and any Trademark registrations issued with respect to the Trademark applications referred in Schedule I or (ii) injury to the goodwill associated with any Trademark or Trademark registration.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Trademark Collateral with the United States Patent and Trademark Office, at the expense of Grantor. In addition, Grantor authorizes the Secured Party to file financing statements describing the Trademark Collateral in any Uniform Commercial Code filing office deemed appropriate by the Secured Party.

5. Authorization to Supplement. Grantor shall give the Secured Party prompt notice of any additional United States trademark registrations or applications therefor of Grantor after the date hereof. Grantor authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I hereto to include any

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future United States trademark registrations or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, the Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

7. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the United States Patent and Trademark Office.

8. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Wisconsin, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Trademark Collateral are governed by the law of a jurisdiction other than the State of Wisconsin.

[Signatures on following page]


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

MORTGAGEBOT LLC

By: 
Name: Scott Hays
Title: Pres + CEO

ACCEPTED AND ACKNOWLEDGED BY:

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: _____
Name: Gregory A. Larson
Title: Senior Vice President

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

MORTGAGEBOT LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ASSOCIATED BANK, NATIONAL ASSOCIATION

By:  _____
Name: Gregory A. Larson
Title: Senior Vice President

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registration

Mark	Registration No.	Date of Issuance	Owner
MORTGAGEBOT POWERSITE	2,634,446	10/15/2002	MortgageBot LLC
MORTGAGEMARVEL	2,464,623	06/26/2001	MortgageBot LLC
MORTGAGEBOT	3,303,905	10/02/07	Mortgagebot LLC
MORTGAGEBOT POWERSITE	3,303,906	10/02/07	Mortgagebot LLC

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RECORDED: 07/07/2010

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