

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Easyhome Ltd.		10/04/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Crystal Financial LLC		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3778415	EASYHOME	
Registration Number:	3361303	EASYHOME	
Registration Number:	3778417	EASYHOME	
Registration Number:	3361304	EASYHOME	
Registration Number:	3793451	EASYLIVING	
Registration Number:	3841847	EASYLIVING	
Registration Number:	3771971	GET EXACTLY WHAT YOU WANT, FOR AS LONG AS YOU WANT	
Registration Number:	3771973	GET EXACTLY WHAT YOU WANT, FOR AS LONG AS YOU WANT	
Registration Number:	3763575	LEASING MAKES IT EASY TO OWN WHAT YOU WANT	
Registration Number:	3757904	LEASING MAKES IT EASY TO OWN WHAT YOU WANT	
CORRESPONDENCE DATA			
Fax Number:	2027393001		

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	102508-0024
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	10/18/2012

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of October 4, 2012, is made by and between Easyhome Ltd., a corporation formed under the laws of the Province of Alberta ("Company"), and Crystal Financial LLC ("Crystal").

Recitals

A. Easyfinancial Services Inc., as borrower, Company, the other guarantors from time to time party thereto, Crystal, as Administrative Agent, and the lenders party thereto from time to time (the "Lenders") are parties to a Credit Agreement, dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which the lenders may now or hereafter extend credit to or for the account of Borrower.

B. Company has, pursuant to a General Security Agreement dated as of the date hereof in favor of the Administrative Agent (as amended, restated, supplemented or restated from time to time, the "Security Agreement"), granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Company, to secure the payment of the Secured Obligations of the Borrower.

C. As a condition to extending credit to or for the account of Borrower under the Credit Agreement, Crystal has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms referenced but not defined herein shall have the meanings given to them in the Security Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all patents or applications for patents owned by Company, fees or royalties with respect to each, and the right to sue for past infringement and damages therefor, all as presently existing or hereafter arising or acquired, including without limitation the U.S. patents and patent applications listed on Exhibit A.

"Trademarks" means all trademarks, service marks, collective membership marks, registrations and applications for registration for each owned by Company, and the respective goodwill associated with each, fees or royalties with respect to each, and the right to sue for past, present and future infringement, dilution and damages therefor, all as presently existing or hereafter arising or acquired, including, without limitation, the U.S. trademark registrations and applications listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and grants Crystal a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Secured Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the

personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060. If after the date hereof, Company acquires ownership of any U.S. Patents or U.S. federal Trademark registrations or applications therefor not listed on Exhibits A or B, then Company shall promptly (but no later than thirty (30) days after the end of the fiscal quarter in which Company acquired such Patent or Trademark) provide written notice to Crystal.

3. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Crystal pursuant to the Security Agreement. Company hereby acknowledges and affirms that the rights and remedies of Crystal with respect to the Security Interest 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.

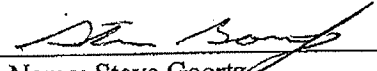
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable to contracts made and to be performed therein without regard to conflict of law principles.

5. General Terms and Conditions. In addition to and without limitation of any of the foregoing, this Agreement shall be subject to all of the general terms and conditions contained in the Security Agreement, *mutatis mutandis*.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

EASYHOME LTD.

By: 
Print Name: Steve Goertz
Its: Chief Financial Officer

CRYSTAL FINANCIAL LLC

By: _____
Print Name:
Its: Authorized Signatory

DB2/ 23544873

Patent and Trademark Security Agreement (easyhome Ltd)
Crystal/easyfinancial

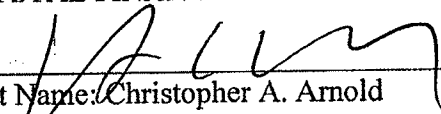
TRADEMARK
REEL: 004884 FRAME: 0078

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

EASYHOME LTD.

By: _____
Print Name: Steve Goertz
Its: Chief Financial Officer

CRYSTAL FINANCIAL LLC

By:  _____
Print Name: Christopher A. Arnold
Its: Managing Director

Patent and Trademark Security Agreement (easyhome Ltd)
Crystal/easyfinancial

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EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

EXHIBIT B

UNITED STATES TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

Owner	Country	Mark	Status	Application No. Filing Date	Reg. No. Reg. Date	Class/Description
easyhome Ltd.	United States	EASYHOME	Registered	77/012901 – 10/3/2006	3778415 – 4/20/2012	035
easyhome Ltd.	United States	EASYHOME	Registered	77/012908 – 10/3/2006	3361303 – 1/1/2008	035, 043
easyhome Ltd.	United States	EASYHOME (AND DESIGN)	Registered	77/013255 – 10/4/2006	3778417 – 4/20/2010	035
easyhome Ltd.	United States	EASYHOME (AND DESIGN)	Registered	77/012917 – 10/3/2006	3361304 – 1/1/2008	035, 043
easyhome Ltd.	United States	EASYLIVING	Registered	77/039270 – 11/8/2006	3793451 – 5/25/2010	035
easyhome Ltd.	United States	EASYLIVING	Registered	77/039261 – 11/8/2006	3841847 – 8/31/2010	035, 043
easyhome Ltd.	United States	GET EXACTLY WHAT YOU WANT, FOR AS LONG AS YOU WANT	Registered	77/039256 – 11/8/2006	3771971 – 4/6/2010	035
easyhome Ltd.	United States	GET EXACTLY WHAT YOU WANT, FOR AS LONG AS YOU WANT	Registered	77/040159 – 11/9/2006	3771973 – 4/6/2010	035, 043
easyhome Ltd.	United States	LEASING MAKES IT EASY TO OWN WHAT YOU WANT	Registered	77/039237 – 11/8/2006	3763575 – 3/23/2010	035

Owner	Country	Mark	Status	Application No. Filing Date	Reg. No. Reg. Date	Class/Description
easyhome Ltd.	United States	LEASING MAKES IT EASY TO OWN WHAT YOU WANT	Registered	77/039266 – 11/8/2006	3757904 – 3/9/2010	035, 043

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