| -ORM PTO-1594 | U.S. DEPARIMENT OF | |
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| COMMERCE | RM COVER SHEET Uni :ates Patent and Trademark Office | |
| DMB No. 0651-0027 (exp. 06/30/2008) | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
| TRADEMAR | Please record the attached documents or the new address(es) below. | |
| 1. Name of conveying party(les): Showingtime.com, Inc. | Name and address of receiving party(ies): AddItional name(s) of conveying parties attached? ☐Yes ☒ No | |
| 2 N. Riverside Plaza, Suite 2300 Chicago, IL 60606 | Name: Silicon Valley Bank | |
| | Internal Address: | |
| ☐ Individual(s) ☐ Association | | |
| ☐ General Partnership ☐ Limited Partnership | Street Address: 3003 Tasman Drive | |
| ☑ Corporation-State: DE | | |
| ☐ Other | City: Santa Clara State: CA | |
| Additional name(s) of conveying parties attached? Tyes 🗵 No | _Country: USA | |
| 3. Nature of conveyance/ Execution Date(s): | Zip; 95054 | |
| Execution Date(s): 11/26/2013 | Association Citizenship General Partnership Citizenship | |
| ☐ Assignment ☐ Merger | ☐ Limited Partnership Cltizenship ☑ Corporation Citizenship : United States, CA | |
| Security Agreement Change of Name | Other Citizenship If assignee is not domiciled in the United States, a domestic representative | |
| Char: | designation is attached: Tyes No (Designations must be a separate document from assignment) | |
| Other: Application number(s) or registration number(s) and identif | | |
| A. Trademark Application No.(s) | B. Trademark Registration No.(s) | |
| A CONTRACTOR OF THE CONTRACTOR | 85943436 | |
| We will be a state of the state | 78714715 | |
| | | |
| C. Identification or Description of Trademark(s) (and Filing Da Registration Number is unknown): | te If Application or Additional sheets attached? ☐ Yes ☒ No | |
| 5. Name and address of party to whom correspondence | 6. Total number of applications and registrations involved: 2 | |
| concerning document should be mailed: | | |
| Name: UCC Direct Services | | |
| Internal Address: Attn: 14080632 | 7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$65.00 Authorized to be charged by credit card Authorized to be charged to deposit account | |
| Street Address: 187 Wolf Road, Suite 101 | Enclosed | |
| City: Albany State: NY ZIP: 12205 | 8. Payment Information: | |
| Phone Number: 1-800-342-3676 X 4065 | a. Credit Card Last 4 Numbers 0974 | |
| Fax Number: 1-800-962-7049 | Expiration Date 3117 | |
| Email Address; cls-udsalbany@wolterskluwer.com | b. Deposit Account Number Authorized User Name | |
| a standara () anciela Prairie | 12-5-13 | |
| 9. Signature. Signature | Date | |
| HYGELA BROWN Name of Person Signing | Total number of pages including cover sheet, attachments, and document: | |
| | • | |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexarda DEMARK 50

700513230 REEL: 005171 FRAME: 0150

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and SHOWINGTIME.COM, INC. ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and piedges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first-date written above.

| | GRANTOR: | |
|--|-----------------------|--|
| Address of Grantor: | SHOWINGTIME.COM, INC. | |
| 2 N. Riverside, Suite 2300 Chicago, Illinois 60606 Attn: | By: Salt Charles O | |
| | BANK: | |
| Address of Bank: | SILICON VALLEY BANK | |
| 230 West Monroe, Suite 720 | Ву: | |
| Chicago, IL 60606 | Title: | |
| Attn: Mark Neri | | |

IN WITNESS WHEREOF, the parties have caused this intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

| | GRANTOR: | |
|--|------------------------|----------|
| Address of Granton | SHOWINGTIME, COM, INC. | |
| 2 N. Riverside, Suite 2300 Chicago, Illinois 60606 Attn: | Title: | _ |
| | BANK: | |
| Address of Benk; | SILICON VALLEY BANK | |
| 230 West Monroe, Suite 720 Chicago, IL 60605 | Frie Vice President | u |
| Altn: Mark Neri | | ٠ |

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

NONE

EXHIBIT B

Patents

| Description | Registration/ Application <u>Number</u> | Registration/ Application <u>Date</u> |
|---|---|---|
| Real estate coordination program | 6,973,432 | 12/6/2005 |
| Real estate coordination program (Reissue of Patent 6,793432) | RE43068 | 1/3/2012 |
| Showing management system to automatically match and control electronic lockboxes | 8,035,480 | 10/11/2011 |
| System and method for utilizing sentiment based indicators in determining real property prices and days on market | 12755472 | 4/7/2010 |
| Integrated real estate showing scheduling and key dispensing system | 12757142 | 4/9/2010 |
| Showing management system to automatically match and control electronic lockboxes (Continuation of Patent | | |
| 8,035,480) | 8,145,352 | 3/27/2012 |
| Method and apparatus for providing text messaging confirmation | 13492816 | 6/9/2012 |
| System and method for utilizing agent location information in managing real estate showings | 13755510 | 1/31/2013 |
| Service Notification and Alert System and Method | 13839773 | 3/15/2013 |

EXHIBIT C

Trademarks

Description

Registration/ Application Number

Registration/ Application

Date

SHOWINGCART

SHOWINGTIME

85943436

78714715

EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application Date

NONE

TRADEMARK REEL: 005171 FRAME: 0157

RECORDED: 12/06/2013