

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313431

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Patent and Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| easyhome U.S. Ltd. | | 07/28/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Crystal Financial LLC | | |
| Street Address: | Two International Place, 17th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3118219 | EZ HOME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027393001 | | |
| <i>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.</i> | | | |
| 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, D.C. 20004 | | |
| ATTORNEY DOCKET NUMBER: | 102508-0024 | | |
| NAME OF SUBMITTER: | Jennifer C. Evans | | |
| SIGNATURE: | /jce/ | | |
| DATE SIGNED: | 08/08/2014 | | |
| Total Attachments: 6 | | | |
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TRADEMARK

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of July 28, 2014, is made by and between easyhome U.S. Ltd., a Delaware corporation ("Company"), and Crystal Financial LLC ("Crystal").

Recitals

A. easyfinancial Services Inc., RTO Asset Management Inc. and easyhome Ltd., as borrowers (each, a "Borrower" and collectively, the "Borrowers"), Company, the other guarantors from time to time party thereto, Crystal, as Administrative Agent, and the lenders from time to time party thereto (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 the Borrowers.

B. Company has, pursuant to a 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 Obligations.

C. As a condition to extending credit to or for the account of Borrowers 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 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 State of New York 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 U.S. LTD.

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

CRYSTAL FINANCIAL LLC

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

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

EASYHOME U.S. LTD.

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

CRYSTAL FINANCIAL LLC

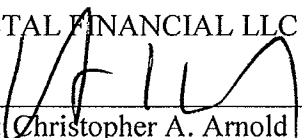
By:  _____
Name: Christopher A. Arnold
Its: Senior Managing Director

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 U.S. Ltd. | United States | EZ HOME | Registered | 78/491529 - 9/29/2004 | 3118219 -- 7/18/2006 | 020 |

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RECORDED: 08/08/2014

**TRADEMARK
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