

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Institute For Luxury Home Marketing, L.P., as Grantor		11/20/2014	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3626521	MILLION DOLLAR GUILD	
Registration Number:	3656594	THE INSTITUTE FOR LUXURY HOME MARKETING	
Registration Number:	3707746	CERTIFIED LUXURY HOME MARKETING SPECIALI	
CORRESPONDENCE DATA			
Fax Number:	2129408776		
<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:	2129406522		
Email:	christine.guthrie@kattenlaw.com		
Correspondent Name:	Christine Guthrie		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Christine Guthrie		
SIGNATURE:	/Christine Guthrie/		
DATE SIGNED:	11/20/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2014, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantor entered into that certain Omnibus Joinder Agreement, dated as of November 20, 2014 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Joinder Agreement"), among ILHM Group, LLC, the Grantor and the Agent, pursuant to which, among other things, the Grantor agreed to grant security and provide guarantees to secure the obligations of the Credit Parties under the Credit Agreement and the Guaranty and Security Agreement;

WHEREAS, pursuant to the Credit Agreement, dated as of August 5, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of August 5, 2014 (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

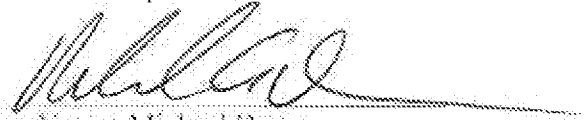
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE INSTITUTE FOR LUXURY HOME
MARKETING, L.P., as Grantor

By: ILHM Group, LLC, its General Partner

By:



Name: Michael Duran

Title: Manager

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005405 FRAME: 0285

ACCEPTED AND AGREED
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: _____

Title: **Lofton D. Spencer**
Duly Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005405 FRAME: 0286

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Type	Date of Registration	Registration #	Declaration of Use Filing Opens	Declaration of Use Filing Deadline
Million Dollar Guild®	Certification Mark	5/26/2009	3626521	5/26/2014	5/26/2015
The Institute for Luxury Home Marketing®	Service Mark	7/21/2009	3656594	7/21/2014	7/21/2015
Certified Luxury Home Marketing Specialist®	Certification Mark	11/10/2009	3707746	11/10/2014	11/10/2015

2. TRADEMARK APPLICATIONS

None.