

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RENTPATH, LLC		12/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
CONSUMER SOURCE HOLDINGS LLC		12/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
DISCOVER HOME NETWORK, INC.		12/17/2014	CORPORATION: DELAWARE
VIVA GROUP, LLC		12/17/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	86456299	COMMUNITY REPUTATION PRO
Serial Number:	86423986	RENTALHOUSES.COM
Serial Number:	86389062	RENTALHOUSES.COM
Serial Number:	86187507	RENTALS.COM
Serial Number:	86187511	RENTALS.COM
Serial Number:	85660948	APARTMENT GUIDE REPUTATION MONITOR
Serial Number:	85608321	APARTMENT GUIDE SOCIALMEDIA MANAGER
Serial Number:	85579511	AMERICAN HOMEGUIDES.COM
Serial Number:	85004140	APARTMENT GUIDE ONLINE AT APARTMENTGUIDE
Serial Number:	77968071	NEW HOME GUIDE.COM
Serial Number:	77968080	NEW HOME DIRECTORY.COM
Serial Number:	77668905	ALLHOMES.COM MILLIONS OF POSSIBILITIES
Serial Number:	76553877	RENTALHOUSES.COM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75270764	NEW HOMES DATA BOOK
Serial Number:	74465899	APARTMENT GUIDE
Serial Number:	73552706	APARTMENT GUIDE A DIRECTORY FOR THE APAR
Serial Number:	86040264	LOVELY
Serial Number:	86040365	LOVELY
Serial Number:	86040426	LOVE
Serial Number:	75320497	PRIMEDIA
Serial Number:	86324293	CR3
Serial Number:	86252584	AG
Serial Number:	86252583	AG
Serial Number:	86252581	THE PERFECT PLACE BY APARTMENT GUIDE
Serial Number:	86252571	THE PERFECT PLACE BY APARTMENT GUIDE
Serial Number:	86158256	CERTIFIED RESIDENT
Serial Number:	86045283	AG SITES
Serial Number:	86045294	AG LEADINSIGHT
Serial Number:	86019908	LIVE RESPONSE SOLUTIONS
Serial Number:	85911200	RENTPATH
Serial Number:	85911210	RENTPATH
Serial Number:	85911204	RENTPATH
Serial Number:	85911217	RENTPATH
Serial Number:	85633363	RENT.COM
Serial Number:	85633371	RENT.COM
Serial Number:	85633381	GIGAMOVES
Serial Number:	78899310	
Serial Number:	78899320	
Serial Number:	78899328	
Serial Number:	78899333	
Serial Number:	78718978	GIGAMOVES
Serial Number:	78718985	GIGAMOVES
Serial Number:	76423384	RENT.COM

**CORRESPONDENCE DATA**

Fax Number: 2123037064

*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.*

Phone: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

**TRADEMARK**

REEL: 005421 FRAME: 0624

<b>ATTORNEY DOCKET NUMBER:</b>	78436.00159 (SECOND LIEN)
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	12/18/2014

**Total Attachments: 7**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2014 (this “**Trademark Security Agreement**”) among certain Subsidiaries of the Borrower from time to time party hereto and ROYAL BANK OF CANADA, in its capacity as administrative agent and collateral agent for the Secured Parties (the “**Administrative Agent**”).

Reference is made to the Second Lien Pledge and Security Agreement dated as of December 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among RENTPATH, LLC, a Delaware limited liability company and successor by merger to Regal Finance Sub, LLC (the “**Borrower**”), PITTSBURGH HOLDINGS, INC., a Delaware corporation and successor by merger to Regal Merger Sub, Inc. (“**Holdings**”), the Subsidiaries of the Borrower party thereto from time to time, as additional Grantors, and the Administrative Agent.

The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Second Lien Credit Agreement dated as of December 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the Administrative Agent and each lender from time to time party thereto.

Each of the Subsidiaries of the Borrower party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including, without limitation, those listed on Schedule I hereto, and all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any “**intent-to-use**” trademark applications prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to**

**Allege Use**' pursuant to Section 1(c) of the Lanham Act with respect thereto.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.


Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.


Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Patent Security Agreement are expressly subject to the Second Lien Intercreditor Agreement, if then in effect and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement, if then in effect. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement, if then in effect, and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement if then in effect shall govern. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE SECOND LIEN INTERCREDITOR AGREEMENT AND THIS SECURITY AGREEMENT, THE PROVISIONS OF THE SECOND LIEN INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

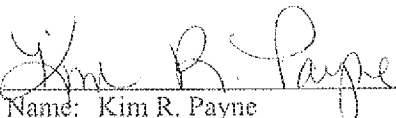
**RENTPATH, LLC**

By:   
Name: Kim R. Payne  
Title: Senior Vice President and  
Chief Financial Officer


**CONSUMER SOURCE HOLDINGS LLC**

By:   
Name: Kim R. Payne  
Title: Senior Vice President and  
Chief Financial Officer

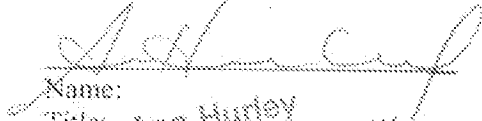
**DISCOVER HOME NETWORK, INC.**

By:   
Name: Kim R. Payne  
Title: Senior Vice President and  
Chief Financial Officer

**VIVA GROUP, LLC**

By:   
Name: Kim R. Payne  
Title: Senior Vice President and  
Chief Financial Officer

ROYAL BANK OF CANADA,  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: Ann Hurley  
Manager, Agency

**U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Consumer Source Holdings LLC	COMMUNITY REPUTATION PRO	86456299	11-17-2014		
Consumer Source Holdings LLC	RENTALHOUSES.COM	86423986	10-14-2014		
Consumer Source Holdings LLC	RENTALHOUSES.COM	86389062	9-9-2014		
Consumer Source Holdings LLC	RENTALS.COM	86187507	2-7-2014	4586295	8-12-2014
Consumer Source Holdings LLC	RENTALS.COM	86187511	2-7-2014	4599140	9-2-2014
Consumer Source Holdings LLC	APARTMENT GUIDE REPUTATION MONITOR	85660948	6-25-2012	4349113	6-11-2013
Consumer Source Holdings LLC	APARTMENT GUIDE SOCIALMEDIA MANAGER	85608321	4-25-2012	4271234	1-8-2013
Consumer Source Holdings LLC	AMERICAN HOMEGUIDES.COM	85579511	3-26-2012	4274600	1-15-2013
Consumer Source Holdings LLC	APARTMENT GUIDE ONLINE AT APARTMENT GUIDE.COM	85004140	4-1-2010	4062099	11-29-2011
Consumer Source Holdings LLC	NEW HOME GUIDE.COM	77968071	3-25-2010	4051309	11-8-2011
Consumer Source Holdings LLC	NEW HOME DIRECTORY.COM	77968080	3-25-2010	3946873	4-19-2011
Consumer Source Holdings LLC	ALLHOMES.COM MILLIONS OF POSSIBILITIES	77668905	2-12-2009	3746093	2-9-2010
Consumer Source Holdings LLC	RENTALHOUSES.COM	76553877	10-22-2003	2904475	11-23-2004
Consumer Source Holdings LLC	NEW HOMES DATA BOOK	75270764	4-8-1997	2347961	5-9-2000



Grantor	Mark	Application No.	Filing Date	Reg. No.	Reg. Date
Consumer Source Holdings LLC	APARTMENT GUIDE	74465899	12-3-1993	2236353	4-6-1999
Consumer Source Holdings LLC	APARTMENT GUIDE A DIRECTORY FOR THE APARTMENT SHOPPER FREE	73552706	8-9-1985	1410440	9-23-1986
Discover Home Network, Inc.	LOVELY	86040264	8-16-2013	4505057	4/1/2014
Discover Home Network, Inc.	LOVELY	86040365	8-16-2013	4528555	5/13/2014
Discover Home Network, Inc.	LOVE	86040426	8-16-2013		
RentPath, LLC	PRIMEDIA	75320497	7-7-1997	2591823	7-9-2002
RentPath, LLC	CR3	86324293	6-30-2014		
RentPath, LLC	AG	86252584	4-15-2014		
RentPath, LLC	AG	86252583	4-15-2014		
RentPath, LLC	THE PERFECT PLACE BY APARTMENT GUIDE	86252581	4-15-2014		
RentPath, LLC	THE PERFECT PLACE BY APARTMENT GUIDE	86252571	4-15-2014		
RentPath, LLC	CERTIFIED RESIDENT	86158256	1-6-2014	4592254	8-26-2014
RentPath, LLC	AG SITES	86045283	8-22-2013	4565566	7/8/2014
RentPath, LLC	AG LEADINSIGHT	86045294	8-22-2013		
RentPath, LLC	LIVE RESPONSE SOLUTIONS	86019908	7-25-2013	4489823	2-25-2014
RentPath, LLC	RENTPATH	85911200	4-22-2013	4447393	12-10-2013
RentPath, LLC	RENTPATH	85911210	4-22-2013	4447394	12-10-2013
RentPath, LLC	RENTPATH	85911204	4-22-2013	4450746	12-17-2013
RentPath, LLC	RENTPATH	85911217	4-22-2013	4450748	12-17-2013
Viva Group, LLC	RENT.COM	85633363	5-23-2012	4316046	4-9-2013

Grantor	Mark	Application No.	Filing Date	Reg. No.	Reg. Date
Viva Group, LLC	RENT.COM	85633371	5-23-2012	4341226	5-28-2013
Viva Group, LLC	GIGAMOVES	85633381	5-23-2012	4312061	4-2-2013
Viva Group, LLC	Design Only	78899310	6-2-2006	3307048	10-9-2007
Viva Group, LLC	Design Only	78899320	6-2-2006	3222865	3-27-2007
Viva Group, LLC	Design Only	78899328	6-2-2006	3317845	10-23-2007
Viva Group, LLC	Design Only	78899333	6-2-2006	3222866	3-27-2007
Viva Group, LLC	GIGAMOVES	78718978	9-22-2005	3370383	1-15-2008
Viva Group, LLC	GIGAMOVES	78718985	9-22-2005	3424268	5-6-2008
Viva Group, LLC	RENT.COM	76423384	6-20-2002	2857033	6-22-2004

**U.S. COPYRIGHTS**

Grantor	Copyright	Reg. No.	Reg. Date
None.			