

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Planet Financial Group, LLC		12/18/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	1701 Golf Road, Suite 900		
City:	Rolling Meadows		
State/Country:	ILLINOIS		
Postal Code:	60008		
Entity Type:	Ohio banking corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4087737		
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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:	3122633600		
Email:	frank.keldermans@hkllaw.com		
Correspondent Name:	Frank L. Keldermans		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn St., 30th Flr.		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	538541-43/MADREWS		
NAME OF SUBMITTER:	Frank L. Keldermans		
SIGNATURE:	/Frank L. Keldermans/		
DATE SIGNED:	12/23/2014		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of December 18, 2014, by **PLANET FINANCIAL GROUP, LLC**, a Delaware limited liability company 4900 Creekside Drive, Suite J, Clearwater, Florida 33760 ("PFG"), **GREEN PLANET MORTGAGE, LLC**, a Delaware limited liability company 4900 Creekside Drive, Suite J, Clearwater, Florida 33760 ("GPM") and **PLANET HOME LENDING, LLC**, a Delaware limited liability company, 4900 Creekside Drive, Suite J, Clearwater, Florida 33760 ("Borrower") (hereinafter, PFG, GPM and Borrower are each referred to as a "Grantor", and collectively as, the "Grantors"), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, 1701 Golf Road, Suite 900, Rolling Meadows, Illinois 60008, as Administrative Agent for the Secured Parties (as defined in the Credit Agreement) (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, Borrower has requested that the Lenders from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of even date herewith, among the Borrower, the Guarantors party thereto, the Lenders party thereto, and the Administrative Agent (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, each Grantor has granted to the Administrative Agent, for its benefit and the benefit of the other Secured Parties, a security interest in, among other property, the Intellectual Property Collateral (hereinafter defined), and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body;

NOW, THEREFORE, in consideration of the willingness of Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Borrower's Obligations under the Credit Agreement and the other Loan Documents, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of the other Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired such Grantor (collectively, the "Intellectual Property Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the other Loan Documents to the contrary, the term "Intellectual Property Collateral" shall not include (a) any rights or interest in any contract, lease, license, charter or license agreement covering personal property of each Grantor (excluding any such contract, lease, permit, license, charter or license agreement between such Grantor and any affiliate or subsidiary of such Grantor) if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, the foregoing exclusions shall in no way be construed (i) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, OR 9-409 of the UCC or other applicable law, (ii) to limit, impair, or otherwise affect the Secured Parties' continuing security interests in and liens upon any rights or interests of such Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any receivables), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or stock, or (iii) apply to the extent that any consent or waiver has been obtained that would permit the security interest or lien notwithstanding the prohibition) or (b) any application for trademarks and servicemarks filed in

the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Secured Parties in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request by the Administrative Agent, execute and deliver to the Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Administrative Agent.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Administrative Agent, a power of attorney to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Administrative Agent's reasonable discretion, to take any action and to execute any instrument that the Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of an Event of Default, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Administrative Agent's interest or such Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, Administrative Agent will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Administrative Agent. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Administrative Agent shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the such Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Administrative Agent in any part of the Intellectual Property Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Intellectual Property Collateral, pursuant to the Credit Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as Administrative Agent reasonably deems to be in the best interest of Lender.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the Credit Agreement has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lenders to make Loans have been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to its respective Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Administrative Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Administrative Agent to evidence such termination.

6. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, each Grantor shall provide the Administrative Agent prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by such Grantor.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Credit Agreement and the other Loan Documents. The rights and remedies of the Grantors and the Administrative Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Illinois (without regard to Illinois choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

PLANET FINANCIAL GROUP, LLC,
a Delaware limited liability company

By: _____

Name: Michael Dubeck
Title: CEO and President

GREEN PLANET MORTGAGE, LLC,
a Delaware limited liability company

By: _____

Name: Deanna Hogeland
Title: President

PLANET HOME LENDING, LLC,
a Delaware limited liability company

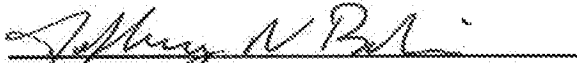
By: _____

Name: Teresa McDermott
Title: Secretary

Accepted and agreed to in Chicago, Illinois, as of the day and year first above written.

SECURED PARTY:

FIFTH THIRD BANK, as Administrative Agent
for the Secured Parties

By: 
Name: Jeffrey Bobis
Title: Vice President

SCHEDULE A

COPYRIGHT COLLATERAL

None

SCHEDULE B


PATENT COLLATERAL

None


SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

<u>Mark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Owner</u>
PLANET HOME LENDING	4569902	7-15-14	USA	Planet Home Lending
PLANET FINANCIAL LOGO 	4087737	12-17-12	USA	Planet Financial
PLANET FINANCIAL	4052005	11-8-11	USA	Planet Financial
GREEN PLANET SERVICING	4378322	8-6-13	USA	Green Planet Servicing
GREEN PLANET MORTGAGE	4449654	12-17-13	USA	Green Planet Mortgage

Pending Trademark Applications

<u>Mark</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Country</u>	<u>Owner</u>
Planet Home Lending logo 	86/317,180	6-23-14	USA	Planet Home Lending
PLANET HOME LENDING WE'LL GET YOU HOME	86/317,178	6-23-14	USA	Planet Home Lending

SCHEDULE D
DOMAIN NAMES

<u>Domain Name</u>	<u>Registrant</u>
gps-mortgage.com	Planet Home Lending
greenplanetmortgage.com	Green Planet Mortgage
greenplanetmortgageservicing.com	Green Planet Mortgage
greenplanetmtg.com	Green Planet Mortgage
planetfinancialgroupllc.com	Planet Financial Group
planetfinancialgrp.com	Planet Financial Group
planetfgllc.com	Planet Financial Group
planetfg.net	Planet Financial Group
planetfg.info	Planet Financial Group
planetfg.com	Planet Financial Group
planethomelending.com	Planet Home Lending
gpsloan.com	Planet Home Lending
gpsservicing.com	Planet Home Lending
greenplanetfulfillment.com	Planet Home Lending
planethl.com	Planet Home Lending
planetonlinedocs.com	Planet Home Lending
ph-lend.com	Planet Home Lending
greenplanetservicing.com	Planet Home Lending
greenplanetsvg.com	Planet Home Lending
myloansupport.com	Planet Home Lending
ph-lend.com	Planet Home Lending

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Schedule D to IP Security Agreement