

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dwellworks, LLC		12/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Graycliff Mezzanine II, LP, as administrative agent and collateral agent		
Street Address:	500 Fifth Avenue, 47th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3935720	DWELLWORKS	
Registration Number:	3935158	RENTASSURED	
Registration Number:	3445642	C CHAMNESS RELOCATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612.492.6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Avenue, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	493426-00012		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	01/02/2015		
Total Attachments: 5			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2014 (the "**Agreement**"), by and between DWELLWORKS, LLC, a Delaware limited liability company ("**Company**") and the other Persons from time to time party to this Agreement (collectively with the Company, "**Debtor**"), and GRAYCLIFF MEZZANINE II, LP, a Delaware limited partnership ("**Graycliff Mezzanine**"), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party thereto (collectively with Debtor, the "**Borrowers**"), Secured Party, and the lenders from time to time party thereto (collectively, the "**Lenders**") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, Debtor, the other Borrowers and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), pursuant to which Debtor has granted a lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance when due of all the of the Obligations, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "**IP Collateral**"), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on Schedule 1 hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

DWELLWORKS, LLC, a Delaware limited liability company

By: Eugene A. Novak
Name: Eugene A. Novak
Title: Chief Financial Officer and Vice President

DWELLWORKS RESIDENTIAL SERVICES, LLC, a Delaware limited liability company

By: Eugene A. Novak
Name: Eugene A. Novak
Title: Secretary

PROPERTY VALUATION ASSIST, LLC,
a Delaware limited liability company

By: Dwellworks Residential Services, LLC, its sole manager

By: Eugene A. Novak
Name: Eugene A. Novak
Title: Secretary

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss.

This instrument was acknowledged before me on December 22, 2014, by Eugene A. Novak, (a) the Chief Financial Officer and Vice President of Dwellworks, LLC, a Delaware limited liability company, (b) the Secretary of Dwellworks Residential Services, LLC, a Delaware limited liability company, and (c) the Secretary of Dwellworks Residential Services, LLC, a Delaware limited liability company, the sole manager of Property Valuation Assist, LLC, a Delaware limited liability company, for and on behalf of such limited liability companies, and for the purpose and consideration herein stated.

Claudia J. Taller
Notary Public in and for the State of _____




CLAUDIA J. TALLER
Notary Public, State of Ohio
My Commission Expires
July 7, 2019

SECURED PARTY:

GRAYCLIFF MEZZANINE II LP,
a Delaware limited partnership, as Agent


By: Graycliff SBIC Investors GP LP, its general partner

By: Graycliff SBIC Partners GP LLC, its general partner

By: 
Name: Andrew Trigg
Its: Managing Director

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

This instrument was acknowledged before me on December 22, 2014, by Andrew Trigg, the Managing Director of Graycliff SBIC Partners GP LLC, a Delaware limited liability company, the general partner of Graycliff SBIC Investors GP LP, a Delaware limited partnership, the general partner of Graycliff Mezzanine II LP, a Delaware limited partnership, for and on behalf of such limited partnership and limited liability company in their capacity as the general partners of such limited partnership, and for the purpose and consideration herein stated.



Notary Public in and for the State of New York

CRYSTAL ANN GRACIANI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GR6272461
Qualified in Kings County
My Commission Expires November 19, 2016

Schedule 1

to

Patent and Trademark Security Agreement

Patents

U.S. Patent No. 8,370,267 B2, "System and Method for Appraiser-Assisted Valuation"

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Reg. No.	Serial No.	Country
Dwellworks® - registered to Dwellworks, LLC	3935720	77981088	U.S.
RentAssured® - registered to Dwellworks, LLC	3935158	77807548	US.
RentAssist™ - Not registered			
Discover the Power of Team™ - Not registered			
Chamness Relocation Services – record owner Dwellworks Residential Services	3445642	76611634	U.S.

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]