

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353885

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AssociationVoice, LLC		09/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
ATHOMENET, INC.		09/03/2015	CORPORATION: GEORGIA
CAPSURE ACQUISITION CO.		09/03/2015	CORPORATION: DELAWARE
dwellingLIVE, Inc.		09/03/2015	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Madison Capital Funding LLC, as Agent
<b>Street Address:</b>	30 South Wacker Dr., Ste 3700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	3598255	ASSOCIATIONVOICE
<b>Registration Number:</b>	3816985	CAPSURE INC
<b>Registration Number:</b>	3486430	DWELLINGLIVE
<b>Registration Number:</b>	3733593	PATROLLIVE
<b>Registration Number:</b>	3637228	ATHOMENET
<b>Registration Number:</b>	3665402	ATHOMENET

## CORRESPONDENCE DATA

Fax Number: 3128637267

*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: 3128637267

Email: jaclyn.digrande@goldbergekohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

OP \$165.00 3598255

<b>ATTORNEY DOCKET NUMBER:</b>	4975.336
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
<b>SIGNATURE:</b>	/jaclyn di grande/
<b>DATE SIGNED:</b>	09/03/2015

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 3rd day of September, 2015 by each of the undersigned "Grantors" (collectively the "Grantors" and each individually a "Grantor") in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "Grantee"):

### WITNESSETH

WHEREAS, Grantors, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Community Investors, Inc., a Delaware corporation (the "Borrower") (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of the date hereof among Grantee, Borrower, Grantors, and the other Persons from time to time party thereto as "Grantors" (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), each Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), including registrations and applications therefore) together with the goodwill of the business associated with such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

4. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles

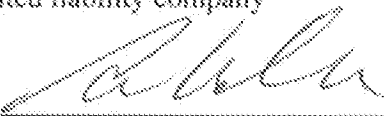
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**GRANTORS:**

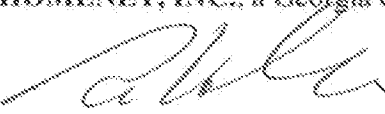
**ASSOCIATIONVOICE, LLC**, a Delaware limited liability company

By: 

Name: Tim Vollman

Title: President


**ATHOMENET, INC.**, a Georgia corporation

By: 

Name: Tim Vollman

Title: President


**CAPSURE ACQUISITION CO.**, a Delaware corporation

By: 

Name: Tim Vollman

Title: President

**DWELLINGLIVE, INC.**, a California corporation


By: 

Name: Tim Vollman

Title: President

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:   
Name: Sumi Menta  
Title: Director

**SCHEDULE A**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
ASSOCIATIONVOICE	77554029	Registered	3598255	3/31/09	AssociationVoice LLC
CAPSURE INC	77831680	Registered	3816985	7/13/10	Capsure Acquisition Co.
DWELLINGLIVE	78898064	Registered	3486430	8/12/08	dwellingLIVE, Inc.
PATROLLIVE	77688637	Registered	3733593	1/5/10	dwellingLIVE, Inc.
ATHOMENET	76694407	Registered	3637228	6/16/09	AtHomeNet, Inc.
ATHOMENET	76694406	Registered	3665402	8/11/09	AtHomeNet, Inc.