

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM364185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Robert D. Hancock Jr.		12/01/2015	INDIVIDUAL: UNITED STATES
Mr. James D. Philips Jr.		12/01/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mr. John R. Marshall		
Street Address:	4887 Belfort Rd, Suite 400		
Internal Address:	c/o N-Play RE, LLC		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86706564	H	
Serial Number:	86706571	HOMEASAP	
Registration Number:	4479149	PROPERTY PINS	
Registration Number:	4131591	MYIDX	
CORRESPONDENCE DATA			
Fax Number:	4045273662		
<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:	4045278384		
Email:	alison.levasseur@dentons.com		
Correspondent Name:	Alison M. LeVasseur		
Address Line 1:	303 Peachtree Street, NE		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	15034944-000001		
NAME OF SUBMITTER:	Alison M. LeVasseur		
SIGNATURE:	/aml/		
DATE SIGNED:	12/01/2015		

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Total Attachments: 4

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

December 1, 2015

This Assignment of Security Interest in Trademarks (this "Assignment") is made as of December 1, 2015, by and between James D. Philips, Jr., an individual resident of the State of North Carolina, and Robert D. Hancock, Jr., an individual resident of the State of Georgia (collectively, "Assignors"), in favor of John R. Marshall, an individual resident of the State of Florida, individually and as nominee for others ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably assign, transfer and convey to Assignee all of Assignors' right, title and interest in and to their liens and security interests upon (a) the trademarks set forth on Schedule A attached hereto (collectively, the "Marks", and each, a "Mark"), (b) the goodwill of the businesses with which each Mark is associated, (c) licenses, fees or royalties with respect to each Mark, and (d) the right to sue for past, present and future infringement, dilution and damages, of each Mark, and to any other rights they might have arising under the following security document: that certain Loan and Security Agreement, dated January 4, 2013, as amended from time to time, recorded January 7, 2013, on Reel No. 004941, Frame 0754, United States Patent and Trademark Office, made by N-Play RE, LLC, a Delaware limited liability company, having its principal office at 4887 Belfort Rd, Suite 400, Jacksonville, FL 32256 ("Borrower"), in favor of Assignors.

This Assignment has been made in conjunction with the security interest assigned to Assignee under that certain Note Purchase Agreement and Assignment of Modified Loan Documents, of even date herewith (the "Note Purchase Agreement"), by and among Assignors, Assignee, Borrower and certain guarantors party thereto. The rights and remedies of Assignors and Assignee with respect to the security interest assigned herein are as set forth in the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall govern.

[Remainder of this page intentionally left blank.]

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

"Assignors":

By: 

Robert D. Hancock, Jr.

By: 

James D. Phillips, Jr.

"Assignee":

By: _____

John R. Marshall, individually and as
nominee for others

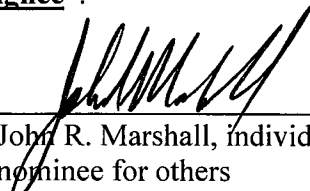
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

"Assignors":

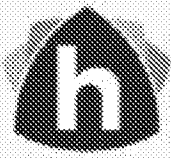
By: _____
Robert D. Hancock, Jr.

By: _____
James D. Philips, Jr.

"Assignee":

By:  _____
John R. Marshall, individually and as
nominee for others

Schedule A

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Registration Date/Filing Date</u>
	N/A	86/706,564	July 28, 2015
HOMEASAP	N/A	86/706,571	July 28, 2015
PROPERTY PINS	4,479,149	85/676,067	February 4, 2014
MYIDX	4,131,591	85/404,228	April 24, 2012