

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371121

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hanley Wood Media, Inc.		01/29/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank		
<b>Street Address:</b>	100 Franklin Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3009780	HOUSEPLANS.COM	
<b>Registration Number:</b>	3896942	HOUSEPLANS.COM	
<b>Registration Number:</b>	4559939	H	
<b>Registration Number:</b>	4559948	TIME TO BUILD	
<b>Registration Number:</b>	4583290	H HOUSEPLANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125693459		
<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>			
<b>Phone:</b>	312 569 1459		
<b>Email:</b>	nancy.martinez-curtin@dbr.com		
<b>Correspondent Name:</b>	Melissa S. Dillenbeck		
<b>Address Line 1:</b>	191 North Wacker Drive		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	511073		
<b>NAME OF SUBMITTER:</b>	Melissa S. Dillenbeck		
<b>SIGNATURE:</b>	/melissasdillenbeck-nmc/		
<b>DATE SIGNED:</b>	01/29/2016		

CH \$140.00 3009780

**Total Attachments: 3**

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## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **HANLEY WOOD MEDIA, INC.**, a Delaware corporation (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, (the "**Administrative Agent**") are parties to a Security Agreement, dated as of June 9, 2015 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment in full of the Obligations, the Grantor collaterally assigned, pledged, granted and hypothecated to the Administrative Agent, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment in full of the Obligations, hereby collaterally assigns, pledges, grants and hypothecates to the Administrative Agent, a security interest in all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

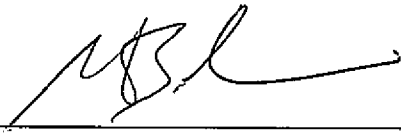
- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: 100 Franklin Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of January 29, 2016.

**HANLEY WOOD MEDIA, INC.**

By: 

Name: Michael Bender

Title: Secretary

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of January 29, 2016**

<b>Owner</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Filing Date/Registration Date</b>
Hanley Wood Media, Inc.	H Houseplans	86111392	4583290	11/06/13 – 08/12/14
Hanley Wood Media, Inc.	Houseplans.com	85031173	3896942	05/05/10-12/28/10
Hanley Wood Media, Inc.	Houseplans.com	78447794	3009780	07/08/04-10/25/05
Hanley Wood Media, Inc.	Time to Build	86119565	4559948	11/14/13-07/01/14
Hanley Wood Media, Inc.	H and Design	86119345	4559939	11/14/13-07/01/14