

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOTTO FRANCHISING, LLC		10/25/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87188772	MOTTO	
Serial Number:	87188773	MOTTO	
Serial Number:	87188777	MOTTO MORTGAGE	
Serial Number:	87188781	MOTTO	
Serial Number:	87201501	MOTTO	
Serial Number:	87213694	MOTTO	
Serial Number:	87213732	MOTTO	
Serial Number:	87201507		
Serial Number:	87213741		
Serial Number:	87213752		
Serial Number:	86616996	FULL HOUSE MORTGAGE LENDER	
Serial Number:	86615797	FULL HOUSE MORTGAGE CONNECTION	
Serial Number:	86625098	FULL HOUSE MORTGAGE LENDER	
Serial Number:	86617185	FULL HOUSE MORTGAGE CONNECTION, INC.	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3222
Email: jnull@stblaw.com
Correspondent Name: Alexander Raytman
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1492
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	12/12/2016

Total Attachments: 4

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 25, 2016 is made by MOTTO FRANCHISING, LLC, a Delaware limited liability company, located at 5075 S. Syracuse St., Denver, CO 80218 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 31, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RMCO, LLC, RE/MAX, LLC (the "Borrower"), the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain affiliates of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of July 31, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, the Grantor has executed an Assumption Agreement, dated as of the date hereof, pursuant to which it has become an additional Grantor under the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent and the 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 meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

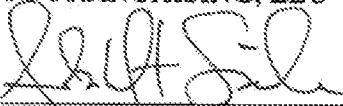
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

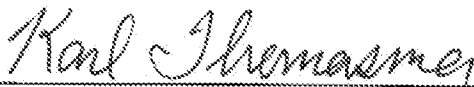
THE GRANTOR

MOTTO FRANCHISING, LLC

By: 
Name: Adam Lindquist Scoville
Title: Vice President and General Counsel
Date: October 25, 2016

THE AGENT

JPMORGAN CHASE BANK, N.A.

By: 
Name: Karl Thomasma
Title: Senior Underwriter
Date: December 1, 2016

Schedule A

U.S. FEDERAL TRADEMARK APPLICATIONS & REGISTRATIONS

MARK	CLASS	FILED	SERIAL	REG. No.	REG'D
MOTTO	35 & 36	09/30/16	87/188,772	pending	
MOTTO	35	09/30/16	87/188,773	pending	
MOTTO MORTGAGE	35	09/30/16	87/188,777	pending	
MOTTO	41	09/30/16	87/188,781	pending	
MOTTO (stylized)	35 & 36	10/12/16	87/201,501	pending	
MOTTO (stylized)	35	10/24/16	87/213,694	pending	
MOTTO (stylized)	41	10/24/16	87/213,732	pending	
Triangles Design	35 & 36	10/12/16	87/201,507	pending	
Triangles Design	35	10/24/16	87/213,741	pending	
Triangles Design	41	10/24/16	87/213,752	pending	
FULL HOUSE MORTGAGE LENDER	35	05/01/15	86/616,996	pending	
FULL HOUSE MORTGAGE CONNECTION	35	04/30/15	86/615,797	pending	
FULL HOUSE MORTGAGE LENDER & Design	35	05/11/15	86/625,098	pending	
FULL HOUSE MORTGAGE CONNECTION, INC. & Design	35	05/01/15	86/617,185	pending	