

FORM PTO-1594

COMMERCE

(Rev. 07/05)

OMB No. 0651-0027 (exp. 06/30/2008)

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 ShowingTime.com, Inc.
 550 W. Jackson Blvd., Suite 700
 Chicago, IL 60661

Individual(s) Association
 General Partnership Limited Partnership
 Corporation--State: DE
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
 Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bank**

Internal Address:

Street Address: **3003 Tasman Drive**

City: **Santa Clara**
 State: **CA**
 Country: **USA**
 Zip: **95054**

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): 1/23/2017

Assignment Merger
 Security Agreement Change of Name
 Other :

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : United States, CA
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	5106858

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **CT Lien Solutions**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany** State: **NY** ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-udsalbany@woitersklower.com**

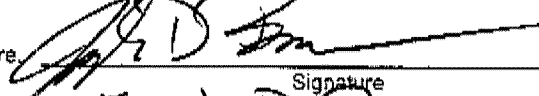
6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **0974**
 Expiration Date **6/17**

b. Deposit Account Number
 Authorized User Name

9. Signature  1-24-17

Signature Date

Joseph D. Borgman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

OP \$40.00 5106858

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 23, 2017 by and between SILICON VALLEY BANK ("Bank") and SHOWINGTIME.COM, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. This Intellectual Property Security Agreement is in addition to the Intellectual Property Security Agreement executed by Grantor in favor of Bank dated as of the Effective Date.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SHOWINGTIME.COM, INC.

550 West Jackson Blvd
Suite 700
Chicago, Illinois 60661

By: Scott Woodard
Title: CEO

Attn: Scott Woodard, CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

230 West Monroe, Suite 720
Chicago, IL 60606

By: _____

Attn: Marc Neri

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Application Number	Date Applied	Date Patent Issued	Description
11999478	12/4/2007	1/3/2012	Real estate coordination program
12039544	2/28/2008	10/11/2011	Showing management system to automatically match and control electronic lockboxes
13227881	9/8/2011	3/27/2012	Showing management system to automatically match and control electronic lockboxes
13492816	6/9/2012	2/11/2014	Method for providing text messaging confirmation
14105010	12/12/2013	3/3/2015	System and Method for Providing Text Messaging Confirmation
14264949	4/28/2014	10/4/2016	Integrated Real Estate Showing Scheduling and Key Management System

EXHIBIT C

Trademarks

Registered Trademarks	Serial Number	Registration #	Registered Date
MarketStats	87083246	5106858	12/20/2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE