

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AT WORLD PROPERTIES		02/15/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	70 WEST MADISON STREET		
Internal Address:	SUITE 200		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	4408256	@FINANCIAL	
Registration Number:	4397705	PROPER TITLE	
Registration Number:	4397704	PROPER TITLE	
Registration Number:	4389763	THECOLLEGETRUST	
Registration Number:	4304615	@PROPERTIES FINANCIAL	
Registration Number:	4191925	@REPORT	
Registration Number:	4191924	@PROPERTIES RELOCATION	
Registration Number:	4191923	@PROPERTIES COMMERCIAL	
Registration Number:	4289814	@PROPERTIES RESIDENTIAL	
Registration Number:	3327946	STOP LOOKING START FINDING	
Registration Number:	3235255	@HOME AGENT	
Registration Number:	4415109	@PROPERTIES IS CHICAGO	
Registration Number:	3790966	@PROPERTIES	
Registration Number:	3712689	DEVELOPMENT COLLECTION	
Registration Number:	3712688	FROM THE GROUND UP	
Registration Number:	3391305	@DEVELOPMENTS	
Registration Number:	4503887	@ RENTALS	
Registration Number:	4526144	@COMMERCIAL	
TRADEMARK			

CH \$690.00 4408256

Property Type	Number	Word Mark
Registration Number:	5014438	@FINANCIAL INVESTMENTS
Registration Number:	4616624	@RELOCATION
Registration Number:	4808810	@RENTALS
Registration Number:	4814171	BE LOCAL
Registration Number:	4805220	LOVE WHERE YOU'RE @
Serial Number:	86107922	BE CHICAGO
Serial Number:	87139846	@TURF
Serial Number:	86332479	LOVE WHERE YOU'RE AT
Serial Number:	86341183	PROPER MORTGAGE

CORRESPONDENCE DATA

Fax Number: 3128761155

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: 312-876-1700

Email: pfossier@dykema.com

Correspondent Name: Darnell Clayborn

Address Line 1: DYKEMA GOSSETT PLLC

Address Line 2: 10 S. WACKER DR., SUITE 2300

Address Line 4: CHICAGO, ILLINOIS 60606

NAME OF SUBMITTER:	DARNELL CLAYBORN
SIGNATURE:	/DARNELL CLAYBORN/
DATE SIGNED:	02/17/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Security Agreement”) is made as of this 15th day of February, 2017, by and between AT WORLD PROPERTIES, LLC, an Illinois limited liability company (“Borrower”), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, in its capacity as administrative agent (the “Administrative Agent”) for the Lenders referred to below.

W I T N E S S E T H

WHEREAS, Borrower has entered into that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the “Credit Agreement”) with various financial institutions party thereto (collectively, the “Lenders” and individually, each a “Lender”) and the Administrative Agent, and other related loan documents of even date herewith (collectively, with the Credit Agreement, and as each may be amended or otherwise modified from time to time, the “Financing Agreements”), which Financing Agreements provide (i) for the Lenders to make certain term loans to Borrower (collectively, the “Loans”), and (ii) for the grant by Borrower to the Administrative Agent, for the benefit of the “Secured Parties” (as defined in the Credit Agreement) of a security interest in Borrower’s assets, including, without limitation, its trademarks and trademark applications; and

WHEREAS, a condition precedent to the extension of the Loans to Borrower is Borrower’s execution and delivery of this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Financing Agreements and the Lenders to make the Loans to Borrower, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized which are defined in the Credit Agreement and not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the “Secured Obligations” (as defined in the Credit Agreement), Borrower hereby grants to the Administrative Agent, for the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and

payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to the Administrative Agent and the Lenders that:

(i) No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to the Administrative Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed the Administrative Agent, (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, or (iii) take any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead trademark, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to the Administrative Agent prompt written notice thereof. Borrower hereby authorizes the Administrative Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks. In addition, if any of the foregoing events under this Section 5 occurs with respect to any Subsidiary of Borrower, Borrower shall give to the Administrative Agent prompt written notice thereof.

6. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Administrative Agent of all Trademarks shall be without any liability for royalties or other related charges from the Administrative Agent or any Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that the Administrative Agent, or a conservator appointed by the Administrative Agent, shall have the right to establish such additional product quality controls as the Administrative Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, the Administrative Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Administrative Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 10 shall be borne by Borrower.

11. Administrative Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if the Administrative Agent shall commence any such suit, Borrower shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative

Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of the Administrative Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes the Administrative Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as the Administrative Agent deems to be in the best interest of the Administrative Agent and the Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or any Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Administrative Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Amendment and Restatement. This Security Agreement amends and restates that certain Trademark Security Agreement dated as of March 27, 2014 by and between the Borrower and the Administrative Agent in its entirety effective as of the date hereof.

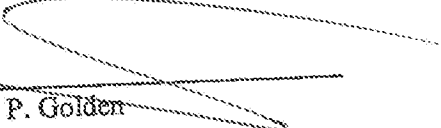
22. Counterparts. This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one instrument. Delivery of an executed counterpart of this Security Agreement by facsimile or electronic pdf format shall be effective as delivery of an original counterpart.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

AT WORLD PROPERTIES, LLC, an Illinois
limited liability company

By: At World Management LLC
Its: Manager

By: 
Name: Michael P. Golden
Its: Manager

Agreed and accepted as of the date first written above.

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

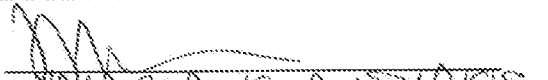
AT WORLD PROPERTIES, LLC, an Illinois
limited liability company

By: At World Management LLC
Its: Manager

By: _____
Name: Michael P. Golden
Its: Manager

Agreed and accepted as of the date first written above.

THE PRIVATEBANK AND TRUST COMPANY

By: 
Name: MARIA K. CASYATIS
Title: MANAGING DIRECTOR

SCHEDULE A
TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
@FINANCIAL	85668374	4408256	7/3/2012	9/24/2013
PROPER TITLE	85738269	4397705	9/25/2012	9/3/2013
PROPER TITLE	85738254	4397704	9/25/2012	9/3/2013
THECOLLEGETRUST	85668291	4389763	7/3/2012	8/20/2013
@PROPERTIES FINANCIAL	85668323	4304615	7/3/2012	3/19/2013
@REPORT	85421800	4191925	9/13/2011	8/14/2012
@PROPERTIES RELOCATION	85421782	4191924	9/13/2011	8/14/2012
@PROPERTIES COMMERCIAL	85421769	4191923	9/13/2011	8/14/2012
@PROPERTIES RESIDENTIAL	85421754	4289814	9/13/2011	2/12/2013
STOP LOOKING START FINDING	78952682	3327946	8/15/2006	10/30/2007
@HOME AGENT	78734779	3235255	10/17/2005	4/24/2007
@PROPERTIES IS CHICAGO	77946111	4415109	2/26/2010	10/8/2013
@PROPERTIES	77603804	3790966	10/30/2008	5/18/2010
DEVELOPMENT COLLECTION	77379921	3712689	1/24/2008	11/17/2009
FROM THE GROUND UP	7739914	3712688	1/24/2008	11/17/2009
@DEVELOPMENTS	77209972	3391305	6/19/2007	3/4/2008
@RENTALS	85574626	4503887	3/20/12	4/1/14
@COMMERCIAL	85413284	4526144	9/1/11	5/6/14
@FINANCIAL INVESTMENTS	86726979	5014438	8/17/15	8/2/16
@RELOCATION	86176413	4616624	1/27/14	10/7/14
@RENTALS	85628320	4808810	5/17/12	9/8/15
BE LOCAL	86315663	4814171	6/20/14	9/15/15
LOVE WHERE YOU'RE @	86332495	4805220	7/9/14	9/1/15

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
BE CHICAGO	86107922	11/1/2013
@TURF	87139846	8/16/16
LOVE WHERE YOU'RE @	86332479	7/9/14
PROPER MORTGAGE	86341183	7/18/14

NON-FEDERAL REGISTRATIONS

<u>Mark</u>	<u>State</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
@PROPERTIES	IL	77200502	IL 94981	10/12/05
@PROPERTIES WISCONSIN	WI	79224341	WI 20141442711	6/18/14