

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM446475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RENWOOD REALTYTRAC, LLC		10/05/2017	Limited Liability Company: DELAWARE
HOMEFACTS MANAGEMENT, LLC		10/05/2017	Limited Liability Company: DELAWARE
REALTYTRAC BROKERAGE SERVICES, LLC		10/05/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	STONEGATE ASSET COMPANY I, LLC
Street Address:	125 S. Clark Street, 17th Floor
Internal Address:	c/o Stonegate Capital Holdings, LLC, ATTN: Darren Lattimer
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	4677419	REALTYTRAC HOUSING NEWS REPORT
Registration Number:	3027046	REALTYTRAC
Registration Number:	3078577	REALTYTRAC
Registration Number:	4757741	HOUSING NEWS REPORT
Registration Number:	3120247	HOMEFAX
Registration Number:	3053275	FORECLOSURE LEARNINGCENTER
Registration Number:	3070160	BANKHOMESDIRECT
Registration Number:	5221062	HOMEFACTS AIERTS
Registration Number:	3517664	HOMEFACTS
Serial Number:	87015043	HOME DISCLOSURE REPORT BY REALTYTRAC
Serial Number:	85857539	REALTYTRAC NETWORK
Serial Number:	87244278	HOME DISCLOSURE POWERED BY ATTOM
Serial Number:	87244272	HOME DISCLOSURE POWERED BY ATTOM
Serial Number:	87073229	ATTOM

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Property Type	Number	Word Mark
Serial Number:	87244266	HOME DISCLOSURE POWERED BY ATTOM
Serial Number:	87073034	ATTOM DATA SOLUTIONS
Serial Number:	87073248	ATTOM DATA SOLUTIONS
Serial Number:	87073239	ATTOM DATA SOLUTIONS
Serial Number:	87073057	ATTOM DATA SOLUTIONS
Serial Number:	87073028	ATTOM
Serial Number:	86896688	HOME DISCLOSURE
Serial Number:	86691334	PROPERTY DNA
Serial Number:	86691258	PROPERTY DNA
Serial Number:	86659939	HOME MONITOR REPORT
Serial Number:	86120591	HOMEFACTS HOME MONITOR REPORT
Serial Number:	86120838	HOME MONITOR REPORT

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Shoko Naruo

Address Line 1: One US Bank Plaza

Address Line 2: Thompson Coburn LLP

Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER: Shoko Naruo

SIGNATURE: /shoko naruo/

DATE SIGNED: 10/09/2017

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of October 5, 2017, by and between **STONEGATE ASSET COMPANY I, LLC**, a Delaware limited liability company ("Lender"), **RENWOOD REALTYTRAC, LLC**, a Delaware limited liability company ("Renwood"), **HOMEFACTS MANAGEMENT, LLC**, a Delaware limited liability company ("Homefacts") and **REALTYTRAC BROKERAGE SERVICES, LLC**, a Delaware limited liability company ("RealtyTrac") (Renwood, Homefacts and RealtyTrac are each individually a "Borrower" and collectively the "Borrowers").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Loan and Security Agreement of even date herewith by and between Lender and Borrowers (as may be amended, restated or renewed from time to time, the "Loan Agreement") and the "Loan Documents" (as defined in the Loan Agreement);

WHEREAS, pursuant to the Loan Agreement, each Borrower granted to Lender a first position priority security interest and lien in and to all of such Borrower's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, each Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed as owned by such Borrower on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed as owned by such Borrower on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed as owned by such Borrower on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" under which such Borrower is a licensor or licensee, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Each Borrower acknowledges and agrees that upon the occurrence of an Event of Default, and upon the election by Lender in its sole discretion, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Each Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. **Restrictions on Future Agreements.**

A. Each Borrower agrees that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with such Borrower's obligations under this Agreement. Each Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Each Borrower hereby represents and warrants to Lender that such Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Each Borrower hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Borrower. If, prior to payment of the Obligations in full, a Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Lender with immediate notice thereof. Each Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to such Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Lender shall have the right to inspect each Borrower's premises and to examine each Borrower's books, records and operations, including, without limitation, each Borrower's quality control processes. Upon an Event of Default, each Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by such Borrower under the Trademarks, Patents, Copyrights or Licenses. Each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, other than in the ordinary course of such

Borrower's business upon arm's length terms; (ii) to maintain the quality of any and all products and materials produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products or materials in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way a Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any material trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for material trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all material Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be jointly and severally borne by Borrowers. No Borrower shall abandon any material Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of one or more Borrowers to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by any Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of any Borrower contained in this Agreement and no Event of Default by any Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

11. **Severability.** The provisions of this 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 Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as such Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Each Borrower hereby ratifies all that such attorney 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 all financing arrangements between Borrowers and Lender have been terminated. Each Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon each Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

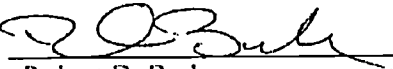
16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, each Borrower's duly authorized officers have executed this Agreement as of the date first set forth above.


RENWOOD REALTYTRAC, LLC,
a Delaware limited liability company

REALTYTRAC BROKERAGE SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Robert D. Barber
Title: Chief Executive Officer

By: _____
Name: Donald W. Jungerman
Title: Manager

HOMEFACTS MANAGEMENT, LLC,
a Delaware limited liability company

By: 
Name: Robert D. Barber
Title: Manager

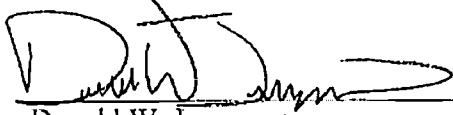
[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each Borrower's duly authorized officers have executed this Agreement as of the date first set forth above.

RENWOOD REALTYTRAC, LLC,
a Delaware limited liability company

By: _____
Name: Robert D. Barber
Title: Chief Executive Officer

REALTYTRAC BROKERAGE SERVICES, LLC,
a Delaware limited liability company

By: 
Name: Donald W. Jungerman
Title: Manager

HOMEFACTS MANAGEMENT, LLC,
a Delaware limited liability company

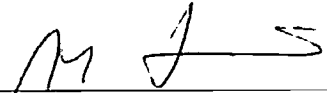
By: _____
Name: Robert D. Barber
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned, Stonegate Asset Company I, LLC, hereby accepts the foregoing Intellectual Property Security Agreement.

STONEGATE ASSET COMPANY I, LLC.
a Delaware limited liability company

By: 
Name: Darren Latimer
Title: CEO

[Acceptance Page to Intellectual Property Security Agreement]


EXHIBIT A





Trademarks and Trademark Applications

Trademarks:

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Renwood RealtyTrac, LLC	REALTYTRAC HOUSING NEWS REPORT	USA	4677419	January 27, 2015
Renwood RealtyTrac, LLC		USA	3027046	December 13, 2005
Renwood RealtyTrac, LLC	RealtyTrac	USA	3078577	April 11, 2006
Renwood RealtyTrac, LLC	HOUSING NEWS REPORT	USA	4757741	June 16, 2015
Renwood RealtyTrac, LLC	homefax	USA	3120247	July 25, 2006
Renwood RealtyTrac, LLC		USA	3053275	January 31, 2006
Renwood RealtyTrac, LLC	BankHomesDirect	USA	3070160	March 21, 2006
Homefacts Management, LLC	HOMEFACTS ALERTS	USA	5221062	June 13, 2017
Homefacts Management, LLC	HOMEFACTS	USA	3517664	October 14, 2008

Trademark Applications:

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Date Filed</u>
Renwood RealtyTrac, LLC	HOME DISCLOSURE REPORT BY REALTYTRAC	USA	87015043	April 26, 2016
RealtyTrac Brokerage Services, LLC		USA	85857539	February 22, 2013

Renwood RealtyTrac, LLC	HOME DISCLOSURE POWERED BY ATTOM	USA	87244278	November 21, 2016
Renwood RealtyTrac, LLC	HOME DISCLOSURE POWERED BY ATTOM	USA	87244272	November 21, 2016
Renwood RealtyTrac, LLC	ATTOM	USA	87073229	June 16, 2016
Renwood RealtyTrac, LLC	HOME DISCLOSURE POWERED BY ATTOM	USA	87244266	November 21, 2016
Renwood RealtyTrac, LLC	ATTOM DATA SOLUTIONS	USA	87073034	June 15, 2016
Renwood RealtyTrac, LLC	 ATTOM DATA SOLUTIONS	USA	87073248	June 16, 2016
Renwood RealtyTrac, LLC	ATTOM DATA SOLUTIONS	USA	87073239	June 16, 2016
Renwood RealtyTrac, LLC	 ATTOM DATA SOLUTIONS	USA	87073057	June 15, 2016
Renwood RealtyTrac, LLC	ATTOM	USA	87073028	June 15, 2016
Renwood RealtyTrac, LLC	 Home Disclosure	USA	86896688	February 3, 2016
Renwood RealtyTrac, LLC	 PropertyDNA	USA	86691334	July 13, 2015
Renwood RealtyTrac, LLC	PROPERTY DNA	USA	86691258	July 13, 2015
Homefacts Management, LLC	HOME MONITOR REPORT	USA	86659939	June 11, 2015
Homefacts Management, LLC	HOMEFACTS HOME MONITOR REPORT	USA	86120591	November 15, 2013

Homefacts Management, LLC	HOME MONITOR REPORT	USA	86120838	November 16, 2013
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EXHIBIT B

Patents and Patent Applications

Patents:

None.

Patent Applications:

None.

EXHIBIT C

Copyrights and Copyright Applications

Copyrights:

None.

Copyright Applications:

None.

EXHIBIT D

License Agreements

None.

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