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03/19/2018



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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

REC'D  
**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):**

NEWPOINT MEDIA GROUP, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 9, 2018

- Assignment
- Supplemental Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: THE BRAND BANKING COMPANY

Street Address: 3328 Peachtree Road, Suite 400

City: Atlanta

State: GA

Country: USA Zip: 30326

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Georgia State Bank Citizenship USA

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) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

2935776; 4051309; 2347961; 4468726; 2492583; 5149677

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: Bradley E. Wahl

Internal Address: 201 17th Street, NW Suite 1700

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: Georgia Zip: 30363

Phone Number: 404-322-6250

Docket Number: \_\_\_\_\_

Email Address: allison.lynch@nelsonmullins.com

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

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

03/20/2018 KNGUYEN1 00000020 2935776

Deposit Account Number \_\_\_\_\_

01 FC:8521

40.00 00

Authorized User Name \_\_\_\_\_

02 FC:4522

125.00 00

**9. Signature:**

Signature

Bradley E. Wahl

Name of Person Signing

March 9, 2018

Date

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 006297 FRAME: 0026**

## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March Q, 2018, is made by NEWPOINT MEDIA GROUP, LLC ("Media") and NEWPOINT FRANCHISOR, LLC ("Franchise") (with each of Media and Franchise referred to individually as a "Debtor" and collective as the "Debtors"), in favor of and THE BRAND BANKING COMPANY ("Bank").

### WITNESSETH:

WHEREAS, Debtors and Bank, together with other parties identified therein, are parties to that certain Loan and Security Agreement dated as of November 20, 2015 (the "Original Agreement") which has been amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of even date herewith, between the Debtors, Newpoint Homes, LLC (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in accordance with the Original Agreement each of Debtors executed and delivered a Trademark Security Agreement in favor of Bank, each dated November 20, 2015 (each an "Initial Trademark Security Agreement" and together the "Initial Trademark Security Agreements"); and

WHEREAS, since the Original Agreement, each of Debtors has acquired additional trademarks since date of the Initial Trademark Security Agreements; and

WHEREAS, in conjunction with the Loan Agreement, each of Debtors is required to execute and deliver this supplemental Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make its extensions of credit to Debtors thereunder, each of Debtors hereby agrees with Bank as follows:

#### Section 1. Defined Terms.

(a) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

"*Trademarks*" shall mean (a) all trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered) of each Debtor, and all goodwill associated therewith, now existing or hereafter adopted or acquired by it, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1, (b) the right to obtain all renewals

thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

"*Trademark License*" shall mean any agreement, whether written or oral, providing for the grant by or to any one or more of Debtors of any right to use any Trademark, including any of the foregoing referred to in Schedule 1.

(b) Other capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of each of Debtors, hereby mortgages and pledges to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Debtor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Debt at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the provisions of the Loan Agreement shall govern. This Agreement is in addition to, and not in limitation of, the Initial Trademark Security Agreement; the security interests and liens granted by each of the Debtors to the Bank under the Initial Trademark Security Agreements, and all terms, provisions, covenants and agreements in the Initial Trademark Security Agreements remain in full force and effect.

Section 4. Debtors Remains Liable. Each Debtor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the

prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

IN WITNESS WHEREOF, each Debtor has caused this Supplemental Trademark Security Agreement to be executed and delivered by a duly authorized officer as of the date first set forth above.

**NEWPOINT MEDIA GROUP, LLC**

By: \_\_\_\_\_

Eric Loeffel, its Manager

**NEWPOINT FRANCHISOR, LLC**

By: \_\_\_\_\_

Eric Loeffel, its Manager

ACCEPTED AND AGREED:

**THE BRAND BANKING COMPANY**

By: \_\_\_\_\_

Holly Sims, Senior Vice President

IN WITNESS WHEREOF, each Debtor has caused this Supplemental Trademark Security Agreement to be executed and delivered by a duly authorized officer as of the date first set forth above.

**NEWPOINT MEDIA GROUP, LLC**

By: 

Eric Loeffel, its Manager

**NEWPOINT FRANCHISOR, LLC**

By: 

Eric Loeffel, its Manager

ACCEPTED AND AGREED:

**THE BRAND BANKING COMPANY**

By: 

Holly Sims, Senior Vice President

Trademark Security Agreement

Schedule 1

Owned by Media:

New Home Directory.com	NewPoint Media Group, LLC	2935776
New Home Guide.com	NewPoint Media Group, LLC	4051309
New Homes Data Book	NewPoint Media Group, LLC	2347961
Newpoint Media Group	NewPoint Media Group, LLC	4468726
Realestatebook.com	NewPoint Media Group, LLC	2492583
The Real Estate Book	NewPoint Media Group, LLC	5149677
The Real Estate Book Virgin Islands	NewPoint Media Group, LLC	7402

Owned by Franchise:

Homes & Land (Costa Rica)	NewPoint Franchisor, LLC	189166
Homes & Land (Costa Rica)	NewPoint Franchisor, LLC	189597



NELSON MULLINS RILEY & SCARBOROUGH LLP  
ATTORNEYS AND COUNSELORS AT LAW

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Atlanta, GA 30363  
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nelsonmullins.com



March 12, 2018

VIA FEDERAL EXPRESS

Mail Stop Assignment Recordation Branch  
Director of the USPTO  
600 Dulany Street  
Alexandria, VA 22314

RE: Recordation of Supplemental Trademark Security Agreement  
NewPoint Media Group, LLC  
Our File: 032397/09056

Dear Sir/Madam:

Enclosed for filing please find a Recordation Form Cover Sheet "Trademarks Only", with a Supplemental Trademark Security Agreement and a check to cover the recording fee.

Please call me at 404-322-6270 or send an email to [Allison.lynch@nelsonmullins.com](mailto:Allison.lynch@nelsonmullins.com) if you have any questions or need anything further to record the document.

Very truly yours,

Allison C. Lynch  
Assistant to Bradley E. Wahl

/acl  
Enclosures