

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM469427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walz Group, LLC		04/11/2018	Limited Liability Company: DELAWARE
Require Holdings, LLC		04/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3711360	WALZ GROUP	
Registration Number:	4140441	CRITICAL COMMUNICATIONS	
Registration Number:	4214595	CRITICAL DOCUMENT MANAGEMENT	
Registration Number:	3406738	CERTIFIEDPRO	
Registration Number:	3244817	DEEDS ON DEMAND	
Registration Number:	4450797	DEEDS ON DEMAND	
Registration Number:	3247240	REQUIRE	
Registration Number:	3247612	[R] REQUIRE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>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.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		

TRADEMARK

ATTORNEY DOCKET NUMBER:	014951-1790
NAME OF SUBMITTER:	Scott Kareff (014951-1790)
SIGNATURE:	/kc for sk/
DATE SIGNED:	04/11/2018
Total Attachments: 5 source=LenderLive - Trademark Security Agreement (2)#page1.tif source=LenderLive - Trademark Security Agreement (2)#page2.tif source=LenderLive - Trademark Security Agreement (2)#page3.tif source=LenderLive - Trademark Security Agreement (2)#page4.tif source=LenderLive - Trademark Security Agreement (2)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 11, 2018 (this “Agreement”), among Walz Group, LLC, a Delaware limited liability, with offices located at 27398 Via Industria Avenue, Temecula, California 92590 and Require Holdings, LLC a Delaware limited liability, with offices located at 400 Northridge Road, Suite 850, Atlanta, Georgia 30350 (individually and collectively, the “Grantor”) and Cerberus Business Finance, LLC, a Delaware limited liability company, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of April 11, 2018 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among LENDERLIVE SERVICES, LLC, a Delaware limited liability company (the “Borrower”), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Cerberus Business Finance, LLC, as the administrative agent, and (b) the Collateral Agreement dated as of April 11, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WALZ GROUP, LLC, as a Grantor

By: 
Name: Kevin Miller
Title: Treasurer

REQUIRE HOLDINGS, LLC, as a Grantor

By: 
Name: Kevin Miller
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006311 FRAME: 0202

CERBERUS BUSINESS FINANCE, LLC,
as Collateral Agent

By: 

Name:

Eric F. Miller

Title:

Executive Vice President

SCHEDULE I

Trademarks						
Company:	Country:	Registration Number:	Serial Number:	Mark:	Application Filing Date:	Registration Date:
Walz Group, LLC	United States	3,711,360	77647016	WALZ GROUP	1/9/2009	11/17/2009
Walz Group, LLC	United States	4,140,441	85182429	CRITICAL COMMUNICATIONS	11/22/2010	5/8/2012
Walz Group, LLC	United States	4,214,595	85182336	CRITICAL DOCUMENT MANAGEMENT	11/22/2010	9/25/2012
Walz Group, LLC	United States	3,406,738	78658713	CERTIFIEDPRO	6/27/2005	4/1/2008
Require Holdings, LLC	United States	3,244,817	78933136	DEEDS ON DEMAND	7/19/2006	5/22/2007
Require Holdings, LLC	United States	4,450,797	85912946	DEEDS ON DEMAND	4/24/2013	12/17/2013
Require Holdings, LLC	United States	3,247,240	78933085	REQUIRE	7/19/2006	5/29/2007
Require Holdings, LLC	United States	3,247,612	78950105	[R] REQUIRE	8/11/2006	5/29/2007