

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
At World Properties, LLC		04/24/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A., as Administrative Agent		
Street Address:	111 W. Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5014438	@FINANCIAL INVESTMENTS	
Registration Number:	4814171	BE LOCAL	
Registration Number:	4805220	LOVE WHERE YOU'RE @	
Serial Number:	86176413	@RELOCATION	
Registration Number:	4191925	@REPORT	
Registration Number:	4191924	@PROPERTIES RELOCATION	
Registration Number:	4191923	@PROPERTIES COMMERCIAL	
Registration Number:	4808810	@RENTALS	
Registration Number:	4503887	@ RENTALS	
Registration Number:	4397705	PROPER TITLE	
Registration Number:	4397704	PROPER TITLE	
Registration Number:	4408256	@FINANCIAL	
Serial Number:	85668323	@PROPERTIES FINANCIAL	
Registration Number:	4389763	THECOLLEGETRUST	
Registration Number:	4289814	@PROPERTIES RESIDENTIAL	
Registration Number:	4526144	@COMMERCIAL	
Registration Number:	3235255	@HOME AGENT	
Registration Number:	3327946	STOP LOOKING START FINDING	
Registration Number:	3790966	@PROPERTIES	
TRADEMARK			

CH \$715.00 5014438

Property Type	Number	Word Mark
Registration Number:	4415109	@PROPERTIES IS CHICAGO
Registration Number:	3391305	@DEVELOPMENTS
Registration Number:	3712689	DEVELOPMENT COLLECTION
Registration Number:	3712688	FROM THE GROUND UP
Registration Number:	5019152	FEDERAL ALLIANCE
Serial Number:	87575308	LOVE WHERE YOU CLOSE
Serial Number:	87139846	@TURF
Serial Number:	87818136	PROPER MORTGAGE
Serial Number:	86341183	PROPER MORTGAGE

CORRESPONDENCE DATA

Fax Number: 3125585700

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) 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	013757.146
NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	04/24/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BMO Harris Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 24, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among At World Properties, LLC, an Illinois limited liability company ("Borrower"), At World Properties Midco, LLC, a Delaware limited liability company, the other Persons party thereto that are designated as a Credit Party, the Lenders and the L/C Issuer from time to time party thereto and BMO Harris Bank N.A., as Agent for the Lenders (including Swingline Lender) and L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of April 24, 2018 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, 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 Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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 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 New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

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

Very truly yours,

AT WORLD PROPERTIES, LLC, as
Grantor

By: 
Name: Michael P. Golden
Title: Co-Chief Executive Officer

ACCEPTED AND AGREED
as of the date first written above:

BMO HARRIS BANK N.A.,
as Agent

By: _____
Name: _____
Title: _____

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

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

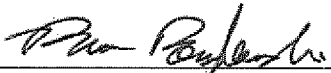
Very truly yours,

AT WORLD PROPERTIES, LLC, as
Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first written above:

BMO HARRIS BANK N.A.,
as Agent

By: 
Name: Brian Boczkowski
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Owner	Trademark	Registration Number / Registration Date
At World Properties, LLC	@FINANCIAL INVESTMENTS	Registration No.: 5014438 Registration Date: August 2, 2016
At World Properties, LLC	BE LOCAL	Registration No. 4814171 Registration Date: September 15, 2015
At World Properties, LLC	LOVE WHERE YOU ARE @	Registration No. 4805220 Registration Date: September 1, 2015
At World Properties, LLC	@RELOCATION	Registration No. 86176413 Registration Date: October 7, 2014
At World Properties, LLC	@REPORT	Registration No. 4191925 Registration Date: August 14, 2012
At World Properties, LLC	@PROPERTIES RELOCATION	Registration No. 4191924 Registration Date: August 14, 2012
At World Properties, LLC	@PROPERTIES COMMERCIAL	Registration No. 4191923 Registration Date: August 14, 2012
At World Properties, LLC	@RENTALS	Registration No. 4808810 Registration Date: September 8, 2015
At World Properties, LLC	@RENTALS	Registration No. 4503887 Registration Date: April 1, 2014
At World Properties, LLC	PROPER TITLE	Registration No. 4397705 Registration Date: September 3, 2013
At World Properties, LLC	PROPER TITLE	Registration No. 4397704 Registration Date: September 3, 2013
At World Properties, LLC	@FINANCIAL	Registration No. 4408256 Registration Date: September 24, 2013
At World Properties, LLC	@PROPERTIES FINANCIAL	Registration No. 85668323 Registration Date: March 19, 2013
At World Properties, LLC	THECOLLEGETRUST	Registration No. 4389763 Registration Date: August 20, 2013
At World Properties, LLC	@PROPERTIES RESIDENTIAL	Registration No. 4289814 Registration Date: February 12, 2013
At World Properties, LLC	@COMMERCIAL	Registration No. 4526144 Registration Date: May 6, 2014
At World Properties, LLC	@HOME AGENT	Registration No. 3235255 Registration Date: April 24, 2007
At World Properties, LLC	STOP LOOKING START FUNDING	Registration No. 3327946 Registration Date: October 30, 2007

At World Properties, LLC	@PROPERTIES	Registration No. 3790966 Registration Date: May 18, 2010
At World Properties, LLC	@PROPERTIES IS CHICAGO	Registration No. 4415109 Registration Date: October 8, 2013
At World Properties, LLC	@DEVELOPMENTS	Registration No. 3391305 Registration Date: March 4, 2008
At World Properties, LLC	DEVELOPMENT COLLECTION	Registration No. 3712689 Registration Date: November 17, 2009
At World Properties, LLC	FROM THE GROUND UP	Registration No. 3712688 Registration Date: November 17, 2009
At World Properties, LLC	FEDERAL ALLIANCE	Registration No. 5019152 Registration Date: August 9, 2016

TRADEMARK APPLICATIONS

Applicant	Trademark	Serial Number / Filing Date
At World Properties, LLC	LOVE WHERE YOU CLOSE	Serial No: 87575308 Filing Date: August 18, 2017
At World Properties, LLC	@TURF	Serial No: 87139846 Filing Date: August 16, 2016
At World Properties, LLC	PROPER MORTGAGE	Serial No: 87818136 Filing Date: March 2, 2018
At World Properties, LLC	PROPER MORTGAGE	Serial No: 86341183 Filing Date: July 18, 2014