

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Western Bank, as Resigning Agent		05/18/2018	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3757472	WHERE TOLIVE.COM	
Registration Number:	2709614	WHERE TO LIVE	
Registration Number:	4936291	WIGO	
Registration Number:	4962204	MONEYMAKER	
Registration Number:	3813128	LUCERO	
Registration Number:	3544342	REAL ESTATE PROFIT NAVIGATOR	
Registration Number:	3257551	POCKET REAL ESTATE	
Registration Number:	3550515	MONEY MAKER	
Registration Number:	2615026	REALBROKER	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson C/O Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca Dyson		

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SIGNATURE:	/rebecca dyson/
DATE SIGNED:	05/18/2018
Total Attachments: 5 source=ares project lex assignment of intellectual property security agreement 2#page1.tif source=ares project lex assignment of intellectual property security agreement 2#page2.tif source=ares project lex assignment of intellectual property security agreement 2#page3.tif source=ares project lex assignment of intellectual property security agreement 2#page4.tif source=ares project lex assignment of intellectual property security agreement 2#page5.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of May 18, 2018, is by **PACIFIC WESTERN BANK**, a California state-chartered bank (individually, “**PacWest**”), acting in its capacity as the current and resigning administrative agent and/or collateral agent (in such capacities, the “**Resigning Agent**”) and **ARES CAPITAL CORPORATION** (individually, “**Ares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Wheretolive.com and Lone Wolf Real Estate Technologies, Inc., each as “Grantor”, and Resigning Agent are parties to that certain intellectual property security agreement identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) conveying certain intellectual property set forth on Exhibit B hereto; and

WHEREAS, pursuant to that certain Resignation of Agent and Appointment of Successor Agent, dated as of May 18, 2018 (the “**Resignation Agreement**”) by and among Lone Wolf Real Estate Technologies Inc., a British Columbia, Canada corporation, formed as a result of the amalgamation of Wolfpack Holdings Corporation, a British Columbia, Canada corporation and Lone Wolf Real Estate Technologies Inc., an Ontario, Canada corporation, PacWest, as the Resigning Agent, and Ares, as Successor Agent, Resigning Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resigning Agent, without recourse, representation or warranty (except for the representations made in Section 4(b) of the Resignation Agreement), hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.


This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Resigning Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RESIGNING AGENT:

PACIFIC WESTERN BANK

By: 
Name: Robert Dalley
Title: Senior Vice President

SUCCESSOR AGENT:

ARES CAPITAL CORPORATION

By: 

Name: Ian Fitzgerald

Title: Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of July 5, 2016 and filed with the United States Patent and Trademark Office on July 5, 2016 at Reel 5827 Frame 0843.

EXHIBIT B

United States Trademarks:

OWNER REGISTRATION	NUMBER	TITLE
Wheretolive.com, Inc.	3757472	WHERETOLIVE.COM
Wheretolive.com, Inc.	2709614	WHERE TO LIVE
Lone Wolf Real Estate Technologies, Inc.	4936291	WIGO
Lone Wolf Real Estate Technologies, Inc.	4962204	MONEYMAKER
Lone Wolf Real Estate Technologies, Inc.	3813128	LUCERO
Lone Wolf Real Estate Technologies, Inc.	3544342	REAL ESTATE PROFIT NAVIGATOR
Lone Wolf Real Estate Technologies, Inc.	3257551	POCKET REAL ESTATE
Lone Wolf Real Estate Technologies, Inc.	3550515	MONEY MAKER
Lone Wolf Real Estate Technologies, Inc.	2615026	REALBROKER
Wheretolive.com, Inc.	3757472	WHERETOLIVE.COM

United States Trademark Applications: None.

United States Patents: None.

United States Patent Applications: None.