

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zemax, LLC		06/25/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036-8299		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2234176	ZEMAX	
<b>Registration Number:</b>	4867112	OPTICSTUDIO	
<b>Registration Number:</b>	4870823	LIGHTNING TRACE	
<b>Registration Number:</b>	5188125	LENSMECHANIX	
<b>Serial Number:</b>	86829730	LENSMECHANIX	
<b>Serial Number:</b>	86829733	LIGHTMECHANIX	
<b>Serial Number:</b>	87927403	ZEMAX	
<b>Serial Number:</b>	87927388	OPTICSTUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>			
<b>Phone:</b>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Trevor Dodge		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	11668-317		

CH \$215.00 2234176

<b>NAME OF SUBMITTER:</b>	Trevor Dodge
<b>SIGNATURE:</b>	/Trevor Dodge/
<b>DATE SIGNED:</b>	06/25/2018
<b>Total Attachments: 14</b> source=IP Security Agreement (Executed)#page1.tif source=IP Security Agreement (Executed)#page2.tif source=IP Security Agreement (Executed)#page3.tif source=IP Security Agreement (Executed)#page4.tif source=IP Security Agreement (Executed)#page5.tif source=IP Security Agreement (Executed)#page6.tif source=IP Security Agreement (Executed)#page7.tif source=IP Security Agreement (Executed)#page8.tif source=IP Security Agreement (Executed)#page9.tif source=IP Security Agreement (Executed)#page10.tif source=IP Security Agreement (Executed)#page11.tif source=IP Security Agreement (Executed)#page12.tif source=IP Security Agreement (Executed)#page13.tif source=IP Security Agreement (Executed)#page14.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 25, 2018, (this “Agreement”), by ZEMAX, LLC (the “Grantor”) in favor of Ares Capital Corporation (“Ares”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of June 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement dated as of June 25, 2018 (as amended, restated, amended and restated, modified and/or supplemented from time to time, the “Credit Agreement”), among ZILLOW MERGER SUB, INC., a Delaware corporation, ZEMAX SOFTWARE HOLDINGS, LLC, a Delaware limited liability company (after giving effect to the Merger (as defined in the Credit Agreement), the “Borrower”), ZILLOW MIDCO, INC., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and Ares Capital Corporation, in its capacities as administrative agent and collateral agent for the Lenders (the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement or Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following Intellectual Property assets constituting Collateral, whether now owned or at any time hereafter acquired by such Grantor (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto (for clarity, excluding any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant, attachment or enforcement of a security interest therein may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law and any other Excluded Assets);
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

but, in each case, only to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the

Collateral Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This 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 5. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

ZEMAX, LLC

By: 

Name: Jeff deCilla

Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 006363 FRAME: 0457**

ACCEPTED AND AGREED  
as of the date first written above:

ARES CAPITAL CORPORATION, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

Mitchell Goldstein  
Authorized Signatory

**SCHEDULE I**

TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Country</b>	<b>Trademark</b>	<b>App. No. / Date</b>	<b>Reg. No. / Date</b>	<b>Owner</b>
USA	ZEMAX	75/445761 6-March-1998	2,234,176 23-March-1999	Zemax, LLC
USA	OPTICSTUDIO	86/624159 8-May-2015	4,867,112 8-Dec-2015	Zemax, LLC
USA	LIGHTNING TRACE	86/655767 9-June-2015	4,870,823 15-Dec-2015	Zemax, LLC
USA	LENSMECHANIX	86/981691 23-Nov-2015	5,188,125 18-April-2017	Zemax, LLC
USA	LENSMECHANIX	86/829730 23-Nov-2015 (ITU)		Zemax, LLC
USA	LIGHTMECHANIX	86/829733 23-Nov-2015 (ITU)		Zemax, LLC
USA	ZEMAX	87927403 18-May-2018		Zemax, LLC
USA	OPTICSTUDIO	87927388 18-May-2018		Zemax, LLC

**SCHEDULE II**

PATENT REGISTRATIONS AND APPLICATIONS

<b>Country</b>	<b>Title</b>	<b>App. No. / Date</b>	<b>Patent No. / Date</b>	<b>Owner</b>
USA	Methods and Associated Systems for Simulating Illumination Patterns	61/642,015 03-May-2012 (provisional of 13/797,469 filed 12-March-2013)	9,208,603 08-Dec-2015	Zemax, LLC



**SCHEDULE III**

COPYRIGHT REGISTRATIONS

<b>Country</b>	<b>Title</b>	<b>Reg. No. / Date</b>	<b>Owner</b>	<b>Status</b>
USA	MAX optical design program.	TXu467914 18-Apr-1991	Zemax, LLC	Registered
USA	ZEMAX Optical Design Program.	TX7446634 08-Sep-2011	Zemax, LLC	Registered
USA	ZEMAX User's Manual.	TX7446630 08-Sep-2011	Zemax, LLC	Registered
USA	ZEMAX OpticStudio 14	TX7959951 17-Sept-2014	Zemax, LLC	Registered
USA	ZEMAX 13	TX7959948 17-Sept-2014	Zemax, LLC	Registered

**EXHIBIT A**

**[FORM OF]  
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [●] [●], 20[●] (this “IP Security Agreement Supplement”), by [●] ([**each, a**][**the**] “**Grantor**”) in favor of ARES CAPITAL CORPORATION (“Ares”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of June 25, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement dated as of June 25, 2018 (as amended, restated, amended and restated, modified and/or supplemented from time to time, the “Credit Agreement”), among ZILLOW MERGER SUB, INC., a Delaware corporation, ZEMAX SOFTWARE HOLDINGS, LLC, a Delaware limited liability company (after giving effect to the Merger (as defined in the Credit Agreement), the “Borrower”), ZILLOW MIDCO, INC., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and Ares Capital Corporation, in its capacities as administrative agent and collateral agent for the Lenders (the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the [**Grantor**][**Grantors**] and the Collateral Agent have entered into that certain Intellectual Property Security Agreement, dated as of [●] [●], 20[●] (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [**each**][**the**] Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following Intellectual Property assets constituting Collateral, whether now owned or at any time hereafter acquired by the [**such**][**the**] Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto (for clarity, excluding any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant, attachment or enforcement of a security interest therein may

Exhibit A

**TRADEMARK  
REEL: 006363 FRAME: 0462**

impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law and any other Excluded Assets);

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. **[Each][The]** Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP Collateral are more fully set forth in the Security 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 IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Termination.** This Agreement shall automatically terminate and the Lien on and security interest in the IP Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement and thereafter, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the IP Collateral granted hereunder.

SECTION 5. **Counterparts.** This 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 Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

Exhibit A

**TRADEMARK**  
**REEL: 006363 FRAME: 0463**

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

[●], as Grantor

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

Name:

Title:

Exhibit A

**TRADEMARK**  
**REEL: 006363 FRAME: 0464**

ACCEPTED AND AGREED  
as of the date first written above:

ARES CAPITAL CORPORATION, as Collateral Agent

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

Name:

Title:

Exhibit A

**TRADEMARK**  
**REEL: 006363 FRAME: 0465**

**SCHEDULE I**

TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>No.</b>	<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
1.						
2.						
3.						
4.						
5.						

**SCHEDULE II**

PATENT REGISTRATIONS AND APPLICATIONS

<b>No.</b>	<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
1.						
2.						
3.						
4.						
5.						

**SCHEDULE III**

**COPYRIGHT REGISTRATIONS**

<b>No.</b>	<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
1.				
2.				
3.				
4.				
5.				