

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493256

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILLOWTREE, LLC		10/09/2018	Limited Liability Company: VIRGINIA
RENTALSPOT.COM, LLC		10/09/2018	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4671936	MONKEYPOD
Registration Number:	4679139	MONKEYPOD
Registration Number:	4819599	ELFIE
Registration Number:	4807585	WILLOWTREE
Registration Number:	4811670	W
Registration Number:	3837698	WE BUILT THAT APP
Registration Number:	3913766	WE MAKE MOBILE BEAUTIFUL.
Registration Number:	4972741	WE TAKE MOBILE PERSONALLY
Registration Number:	5451662	SPRUCE
Registration Number:	3899644	RENTALSPOT
Serial Number:	87861013	HYPERION

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532

Email: alanagramer@paulhastings.com

TRADEMARK

Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /s/ AG

DATE SIGNED: 10/09/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of October 9, 2018, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

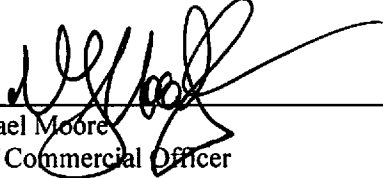
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), 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; and (b) the right to obtain all renewals thereof.

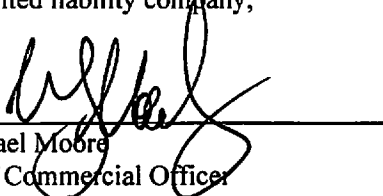
[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

WILLOWTREE, LLC,
a Virginia limited liability company
as a Grantor

By: 
Name: Michael Moore
Title: Chief Commercial Officer

RENTALSPOT.COM, LLC,
a Virginia limited liability company,
as a Grantor

By: 
Name: Michael Moore
Title: Chief Commercial Officer

[Signature page to Trademark Security Agreement]

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC as Administrative Agent

By: 

Name: Jack Bernstein

Title: Vice President

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006452 FRAME: 0756

SCHEDULE 1

TRADEMARK COLLATERAL

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
MONKEYPOD	U.S.	86371689 8/20/2014	4671936 1/13/2015	WillowTree, LLC
MONKEYPOD and Design 	U.S.	86371781 8/20/2014	4679139 1/27/2015	WillowTree, LLC
ELFIE	U.S.	86409284 9/29/2014	4819599 9/22/2015	WillowTree, LLC
WILLOWTREE	U.S.	86505511 1/16/2015	4807585 9/8/2015	WillowTree, LLC
W and Design 	U.S.	86505701 1/16/2015	4811670 9/15/2015	WillowTree, LLC
WE BUILT THAT APP	U.S.	77918050 1/22/2010	3837698 8/24/2010	WillowTree, LLC
WE MAKE MOBILE BEAUTIFUL.	U.S.	85062953 6/15/2010	3913766 2/1/2011	WillowTree, LLC
WE TAKE MOBILE PERSONALLY	U.S.	86788833 10/15/2015	4972741 6/7/2016	WillowTree, LLC
SPRUCE	U.S.	87591582 8/31/2017	5451662 4/24/2018	WillowTree, LLC
RENTALSPOT	U.S.	85020232 4/22/2010	3899644 1/4/2011	RentalSpot.com, LLC

Mark	Jurisdiction	Serial No. / Filing Date	Registration No. / Registration Date	Owner
HYPERION	U.S.	87861013 4/3/2018	N/A	WillowTree, LLC