

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, as Agent		04/12/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Planet Financial Group, LLC		
Street Address:	5401 W. Kennedy Blvd., 3rd Floor		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4087737		
Registration Number:	4052005	PLANET FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	212-548-2154		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	1251 Avenue of the Americas, 20th Floor		
Address Line 2:	Attention: Mirlande Telfort, Esq.		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Mirlande Telfort		
SIGNATURE:	/s/ Mirlande Telfort		
DATE SIGNED:	04/12/2019		
Total Attachments: 5			
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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This Release of Security Interest in Intellectual Property Collateral is made and effective as of April 12, 2019 (“Release of Security Interest”) by Fifth Third Bank, in its capacity as the administrative agent for the Lenders (in such capacity, the “Agent”) from time to time party to that certain Credit Agreement dated as of December 14, 2014.

WHEREAS, Planet Home Lending, LLC (the “Borrower”), Planet Financial Group, LLC, a Delaware limited liability company (“PFG”), and Green Planet Mortgage, LLC, a Delaware limited liability company (“GPM”; together with Borrower and PFG, each a “Grantor” and, collectively, the “Grantors”), granted to the Administrative Agent a security interest in all of the right, title and interest of said Grantor in the trademarks, trademark applications and domain names listed on Appendix 1 attached hereto, which trademarks, trademark applications and domain names are registered or applications for registration have been filed in the United States Patent and Trademark Office (the “Office”); and

WHEREAS, pursuant to that certain Security Agreement dated as of December 18, 2014, by Grantors in favor of the Agent for its benefit and the benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Intellectual Property Security Agreement dated as of December 18, 2014, by Grantors in favor of the Agent for its benefit and the benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “IP Security Agreement”), the Agent was granted a security interest in all of the Grantors’ Intellectual Property Collateral (as defined in the IP Security Agreement), including the trademarks, trademark applications and domain names listed on Appendix 1, which IP Security Agreement was recorded: (i) in the Trademark Section of the Office on December 23, 2014 at Reel 005426 and Frame 0428; (ii) in the Trademark Section of the Office on December 23, 2014 at Reel 005426 and Frame 0441; (iii) in the Trademark Section of the Office on December 23, 2014 at Reel 005426 and Frame 0500; and (iv) in the Trademark Section of the Office on December 23, 2014 at Reel 005426 and Frame 0513; and

WHEREAS, pursuant to the Payoff Letter, dated as of April 12, 2019, by and between, among others, the Grantors, the Agent, and the Lenders, the Grantors have requested and the Agent has agreed to release its security interest in all of the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby states as follows:

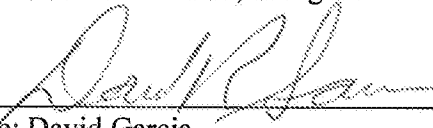
1. Definitions. Capitalized terms used in this Release of Security Interest and not otherwise defined herein have the meanings specified in the IP Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, discharges, cancels and releases all of its security interests in and liens on all of the Intellectual Property Collateral granted under the Security Agreement and the IP Security Agreement, and the Agent hereby acknowledges and agrees that it has no further right, title or interest in, to or under the Intellectual Property Collateral, and that the IP Security Agreement is terminated and of no further force and effect.
3. Governing Law. This Release of Security Interest and the transactions contemplated hereby,

and all disputes between the parties under or relating to this Release of Security Interest or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Illinois, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

4. Further Assurances. The Agent hereby authorizes each Grantor, and any of their respective designees, to record this Release of Security Interest and other necessary filings with the United States Patent and Trademark Office and agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be necessary to effectuate the release of the security interest in the Intellectual Property Collateral contemplated hereby, each at the Grantors' sole cost and expense.

[Signature Page Follows]

FIFTH THIRD BANK, as Agent

By:  _____

Name: David Garcia

Title: Vice President

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

APPENDIX A

Intellectual Property Collateral

TRADEMARKS:

<u>Mark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Owner</u>
PLANET HOME LENDING	4569902	7-15-14	USA	Planet Home Lending, LLC
PLANET FINANCIAL LOGO 	4087737*	12-17-12	USA	Planet Financial Group, LLC
PLANET FINANCIAL	4052005	11-8-11	USA	Planet Financial Group, LLC
GREEN PLANET SERVICING	4378322	8-6-13	USA	Planet Home Lending, LLC
GREEN PLANET MORTGAGE	4449654	12-17-13	USA	Green Planet Mortgage, LLC
Planet Home Lending logo 	App. Number 86/317,180	App. Date 6-23-14	USA	Planet Home Lending, LLC
PLANET HOME LENDING WE'LL GET YOU HOME	App. Number 86/317,178	App. Date 6-23-14	USA	Planet Home Lending, LLC

* Mark cancelled on August 24, 2018.

DOMAIN NAMES:

<u>Domain Name</u>	<u>Registrant</u>
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gps-mortgage.com	Planet Home Lending
greenplanetmortgage.com	Green Planet Mortgage
greenplanetmortgageservicing.com	Green Planet Mortgage
greenplanetmtg.com	Green Planet Mortgage
planetfinancialgroupllc.com	Planet Financial Group
planetfinancialgrp.com	Planet Financial Group
planetfgllc.com	Planet Financial Group
planetfg.net	Planet Financial Group
planetfg.info	Planet Financial Group
planetfg.com	Planet Financial Group
planethomelending.com	Planet Home Lending
gpsloan.com	Planet Home Lending
gpsservicing.com	Planet Home Lending
greenplanetfulfillment.com	Planet Home Lending
planethl.com	Planet Home Lending
planetonlinedocs.com	Planet Home Lending
ph-lend.com	Planet Home Lending
greenplanetservicing.com	Planet Home Lending
greenplanetsvg.com	Planet Home Lending
myloansupport.com	Planet Home Lending
ph-lend.com	Planet Home Lending

Classification: Internal Use