

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLANET FINANCIAL GROUP, LLC		04/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	1 Light Street, 13th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4087737		
Registration Number:	4052005	PLANET FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	566740-625004		
NAME OF SUBMITTER:	Debbie Wu		
SIGNATURE:	/Debbie Wu/		
DATE SIGNED:	04/18/2019		
Total Attachments: 13			
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source=Planet Home - IP Security Agreement (Executed)#page9.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of April 12, 2019, by **PLANET FINANCIAL GROUP, LLC**, a Delaware limited liability company, 5401 W. Kennedy Blvd., 3rd Floor, Tampa, Florida 33609 (“PFG”), **GREEN PLANET MORTGAGE, LLC**, a Delaware limited liability company, 5401 W. Kennedy Blvd., 3rd Floor, Tampa, Florida 33609 (“GPM”), **PLANET MANAGEMENT GROUP, LLC**, a Delaware limited liability company, 10025 Governor Warfield Pkwy, Suite 301, Columbia, Maryland 21044 (“PMG”) and **PLANET HOME LENDING, LLC**, a Delaware limited liability company, 5401 W. Kennedy Blvd., 3rd Floor, Tampa, Florida 33609 (“Borrower”) (hereinafter, PFG, GPM, PMG and Borrower are each referred to as a “Grantor”, and collectively, as the “Grantors”), in favor of **MANUFACTURERS AND TRADERS TRUST COMPANY**, a trust company organized under the laws of the State of New York, 1 Light Street, 13th Floor, Baltimore, Maryland 21202, as Administrative Agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the General Security Agreement (defined below).

RECITALS

WHEREAS, Borrower has requested that the Lenders from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of (i) that certain Credit Agreement (GNMA), dated as of even date herewith, by and among Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Ginnie Credit Agreement”) and (ii) that certain Credit Agreement (Fannie/Freddie), dated as of even date herewith, among the Borrower, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and the Administrative Agent (as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Fannie/Freddie Credit Agreement”, and together with the Ginnie Credit Agreement, the “Credit Agreements”).

WHEREAS, in connection with the Credit Agreements, the Grantors have entered into that certain General Security Agreement, dated as of even date herewith, in favor of the Administrative Agent, for its own benefit and the benefit of the Secured Parties (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “General Security Agreement”).

WHEREAS, under the terms of the Credit Agreements, the General Security Agreement, and the other Loan Documents, each Grantor has granted to the Administrative Agent, for its benefit and the benefit of the other Secured Parties, a security interest in, among other property, the Intellectual Property Collateral (hereinafter defined), and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and/or any other Governmental Body;

NOW, THEREFORE, in consideration of the willingness of Lenders to enter into the Credit Agreements and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Borrower's Obligations under the Credit Agreements and the other Loan Documents, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of the other Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by such Grantor (collectively, the "Intellectual Property Collateral"):

(a) All of such Grantor's U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, including, without limitation, those set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) All of such Grantor's U.S. and foreign patents and patent applications, including, without limitation, those set forth on Schedule B attached hereto, and including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) All of such Grantor's U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, including, without limitation, those set forth on Schedule C attached hereto, and including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) All of such Grantor's domain names and registrations, including, without limitation, those set forth on Schedule D attached hereto, and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the other Loan Documents to the contrary, the term "Intellectual Property Collateral" shall not include (i) any rights under any lease, instrument, contract or agreement of any Grantor to the extent that the granting of a security interest therein would, under the express terms of such lease, instrument,

contract or agreement, (A) be prohibited or restricted or (B) result in a breach of the terms of, constitute a default under or result in a termination of any such lease, instrument, contract or agreement governing such right, unless (I) such prohibition or restriction is not enforceable or is otherwise ineffective under applicable law (including the UCC) or (II) consent to such security interest has been, or through commercially reasonable efforts can be, obtained from any applicable third party; *provided* that (x) this clause (i) shall not affect, limit, restrict or impair the grant by any Grantor of a security interest in any corresponding Account or any corresponding money or other amounts due and payable to any Grantor or to become due and payable to any Grantor under any such lease, instrument, contract or agreement unless such security interest in such corresponding Account, money or other amount due and payable is also specifically prohibited or restricted by the terms of such lease, instrument, contract or other agreement or such security interest in such corresponding Account, money or other amount due and payable would expressly constitute a default under or would expressly grant a party a termination right under any such lease, instrument, contract or agreement governing such right unless, in each case, (I) such prohibition is not enforceable or is otherwise ineffective under applicable law (including the UCC) or (II) consent to such security interest has been, or through commercially reasonable efforts can be, obtained from any applicable third party; and (y) the security interests granted herein shall immediately and automatically attach to and the term “Intellectual Property Collateral” shall immediately and automatically include the rights under any such lease, instrument, contract or agreement and in any corresponding Account, money, or other amounts due and payable to any Grantor at such time as such prohibition, restriction, event of default or termination right terminates or is waived or consent to such security interest has been obtained from any applicable third party and (ii) any United States federal “intent to use” trademark applications to the extent that, and solely during the period that, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such “intent to use” trademark application under applicable law; *provided* that upon the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege or a verified statement of use pursuant to 15 U.S.C. Section 1060, such “intent to use” trademark application shall constitute Intellectual Property Collateral.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Secured Parties in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request by the Administrative Agent, execute and deliver to the Administrative Agent an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Administrative Agent.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Administrative Agent, a power of attorney to act as such Grantor’s attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Administrative Agent’s reasonable discretion, to take any action and to execute any instrument that the Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of an Event of Default, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Administrative Agent's interest or such Grantor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, Administrative Agent will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Administrative Agent. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Administrative Agent shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the such Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Administrative Agent in any part of the Intellectual Property Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Intellectual Property Collateral, pursuant to the Credit Agreements, and (ii) take any other actions with respect to the Intellectual Property Collateral as Administrative Agent reasonably deems to be in the best interest of the Lenders.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the Ginnie Credit Agreement and the Fannie/Freddie Credit Agreement have been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lenders to make Loans have been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to its respective Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification obligations for which claims have

not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the Ginnie Credit Agreement and the Fannie/Freddie Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Administrative Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Administrative Agent to evidence such termination.

6. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, each Grantor shall provide the Administrative Agent prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by such Grantor.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Credit Agreements and the other Loan Documents. The rights and remedies of the Grantors and the Administrative Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreements and the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Ginnie Credit Agreement, the Fannie/Freddie Credit Agreement or the other Loan Documents, the provisions of the Ginnie Credit Agreement, the Fannie/Freddie Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

PLANET FINANCIAL GROUP, LLC,
a Delaware limited liability company

By: 
Name: Teresa McDermott
Title: Executive Vice President

GREEN PLANET MORTGAGE, LLC,
a Delaware limited liability company

By: 
Name: Teresa McDermott
Title: Executive Vice President

PLANET MANAGEMENT GROUP, LLC,
a Delaware limited liability company

By: 
Name: Teresa McDermott
Title: Executive Vice President

PLANET HOME LENDING, LLC,
a Delaware limited liability company

By: 
Name: Teresa McDermott
Title: Executive Vice President

Accepted and agreed to as of the day and year first above written.

SECURED PARTY:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**, as Administrative Agent
for the Secured Parties

By: 

Name: John Parisio
Title: Vice President

SCHEDULE A

COPYRIGHT COLLATERAL

None.

SCHEDULE B




PATENT COLLATERAL

None.


SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Planet Home Lending, LLC	86/049,080	4569902	Planet Home Lending
Planet Financial Group, LLC	85/344,831	4087737	Planet Financial logo <i>(This mark is dead.)</i>
Planet Financial Group, LLC	85/190,451	4052005	Planet Financial
Planet Home Lending, LLC	85/190,471	4378322	Green Planet Servicing
Green Planet Mortgage, LLC	85/190,462	4449654	Green Planet Mortgage
Planet Home Lending, LLC	86/317,180	4684531	Planet Home Lending logo 
Planet Home Lending, LLC	86/317,178	4684530	Planet Home Lending We'll Get You Home
Planet Management Group, LLC	87/420,609	5403340	PMG PLANET MANAGEMENT GROUP
Planet Management Group, LLC	87/420,628	5403341	PMG PLANET MANAGEMENT GROUP (B&W Logo) 
Planet Management Group, LLC	87/420,634	5403342	PMG PLANET MANAGEMENT GROUP (Logo in Color) 
Planet Home Lending, LLC	87/393,874	5633588	RENOSTAR

Pending Trademark Applications

OWNER	APPLICATION NUMBER	TRADEMARK
Planet Management Group, LLC	88/170,482	PLANET RENOVATION CAPITAL - pending
Planet Management Group, LLC	88/170,487	PLANET RENOVATION CAPITAL logo – pending 
Planet Home Lending, LLC	88/126,896	SKYMORE BY PLANET HOME LENDING - pending

SCHEDULE D

DOMAIN NAMES

Domain Name	TLD	Expiration Date	Status	Privacy	Locked
GPS-MORTGAGE.COM	.com	12/17/2019	Active	Public	Locked
GPSLOAN.COM	.com	12/17/2019	Active	Public	Locked
GPSSERVICING.COM	.com	1/8/2020	Active	Public	Locked
GREENPLANETFULFILLMENT.COM	.com	6/18/2019	Active	Public	Locked
GREENPLANETMORTGAGE.COM	.com	6/15/2024	Active	Public	Locked
GREENPLANETMORTGAGESERVICING.COM	.com	6/18/2019	Active	Public	Locked
GREENPLANETMTG.COM	.com	4/16/2019	Active	Private	Locked
GREENPLANETSERVICING.COM	.com	6/18/2019	Active	Public	Locked
GREENPLANETSVG.COM	.com	5/20/2024	Active	Public	Locked
MYLOANSUPPORT.COM	.com	5/20/2024	Active	Public	Locked
PH-LEND.COM	.com	2/24/2019	Active	Public	Locked
phl-wholesale.com	.com	6/28/2019	Active	Public	Locked
phlbanker.com	.com	6/28/2019	Active	Public	Locked
PHLCORRESPONDENT.COM	.com	5/5/2021	Active	Private	Locked
PHLCORRESPONDENT.INFO	.info	5/5/2019	Active	Private	Locked
PHLCORRESPONDENT.NET	.net	5/5/2019	Active	Private	Locked
PHLCORRESPONDENT.ORG	.org	5/5/2019	Active	Private	Locked
phlemergingbanker.com	.com	3/1/2022	Active	Public	Locked
phlmessagecenter.com	.com	2/25/2021	Active	Public	Locked
phlminicore.com	.com	6/28/2019	Active	Public	Locked
phlminicorr.com	.com	6/28/2019	Active	Public	Locked
phlpcs.com	.com	8/30/2021	Active	Public	Locked
phlstatuscenter.com	.com	2/19/2021	Active	Public	Locked
PHLTPO.COM	.com	8/12/2022	Active	Public	Locked
PHLTPO.INFO	.info	8/12/2022	Active	Public	Unlocked
PHLTPO.NET	.net	8/12/2022	Active	Public	Locked
PHLTPO.ORG	.org	8/12/2022	Active	Public	Locked
planet-mg.com	.com	1/30/2022	Active	Private	Locked
planet-wholesale.com	.com	6/28/2019	Active	Public	Locked
planetboulderco.com	.com	5/7/2023	Active	Public	Locked
planetcommercialending.com	.com	3/29/2020	Active	Public	Locked
planetcommercialloans.com	.com	3/29/2020	Active	Public	Locked
planetemergingbanker.com	.com	3/1/2022	Active	Public	Locked

PLANETFG.COM	.com	10/10/2021	Active	Public	Locked
PLANETFG.INFO	.info	10/10/2021	Active	Public	Locked
PLANETFG.NET	.net	10/10/2021	Active	Public	Locked
PLANETFGLLC.COM	.com	6/18/2019	Active	Public	Locked
PLANETFINANCIALGROUPLLC.COM	.com	6/18/2019	Active	Public	Locked
PLANETFINANCIALGRP.COM	.com	6/18/2019	Active	Public	Locked
planetfixandflip.com	.com	3/29/2020	Active	Public	Locked
PLANETHL.COM	.com	2/14/2020	Active	Public	Locked
planethomelending-test.com	.com	12/21/2019	Active	Public	Locked
PLANETHOMELENDING.COM	.com	7/29/2022	Active	Private	Locked
planethomelendingboulder.com	.com	5/1/2023	Active	Public	Locked
planethomelendingeb.com	.com	1/22/2023	Active	Public	Locked
PLANETHOMELENDINGTPO.COM	.com	8/12/2022	Active	Public	Locked
PLANETHOMELENDINGTPO.INFO	.info	8/12/2022	Active	Public	Locked
PLANETHOMELENDINGTPO.NET	.net	8/12/2022	Active	Public	Locked
PLANETHOMELENDINGTPO.ORG	.org	8/12/2022	Active	Public	Locked
planethomelendingwholesale.com	.com	6/28/2019	Active	Public	Locked
planethomeservicing.com	.com	11/16/2022	Active	Public	Locked
planetmanagementgroup.com	.com	1/30/2022	Active	Public	Locked
planetmgmtgroup.com	.com	1/30/2022	Active	Public	Locked
PLANETONLINEDOCS.COM	.com	12/11/2021	Active	Public	Locked
planetonlinestore.com	.com	12/13/2022	Active	Private	Locked
planetrehablending.com	.com	3/29/2020	Active	Public	Locked
planetrehabloans.com	.com	3/29/2020	Active	Public	Locked
planetrenovationcapital.com	.com	3/29/2020	Active	Public	Locked
wildfirerecoveryloan.com	.com	12/14/2021	Active	Public	Locked

Schedule D to IP Security Agreement

NAI-1506408752v5

RECORDED: 04/18/2019

**TRADEMARK
REEL: 006623 FRAME: 0751**