

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524248

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ELLIE MAE, INC.		04/17/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC		
<b>Street Address:</b>	225 WEST WASHINGTON STREET, 9TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1809839	ALLREGS	
<b>Registration Number:</b>	3355858	ALLREGS	
<b>Registration Number:</b>	2494371	CLICKLOAN	
<b>Registration Number:</b>	3000653	CLICKLOAN	
<b>Registration Number:</b>	2438836	ELLIE MAE	
<b>Registration Number:</b>	2503951	ELLIE MAE	
<b>Registration Number:</b>	2953965	EMORTGAGEDOCS	
<b>Registration Number:</b>	2890448	ENCOMPASS	
<b>Registration Number:</b>	2879407	ENCOMPASS	
<b>Registration Number:</b>	5034935	ENCOMPASS COMPLIANCE SERVICES	
<b>Registration Number:</b>	517802		
<b>Registration Number:</b>	5537001	ENCOMPASS DATA CONNECT	
<b>Registration Number:</b>	5292881	ENCOMPASS DEVELOPER CONNECT	
<b>Registration Number:</b>	5292882	ENCOMPASS LOAN OFFICER CONNECT	
<b>Registration Number:</b>	5292883	ENCOMPASS TPO CONNECT	
<b>Registration Number:</b>	3160352	FIRSTPASS	
<b>Registration Number:</b>	3220913	INVESTORLIBRARY	
<b>Registration Number:</b>	4334975	INVESTORLIBRARY	
<b>Registration Number:</b>	3952425	MARKET CLARITY	

OP \$965.00 1809839

Property Type	Number	Word Mark
Registration Number:	3136733	MORTGAGE RE:URNS
Registration Number:	3392782	MORTGAGE RETURNS
Registration Number:	4759761	MORTGAGE RETURNS RELATIONSHIP MANAGER
Registration Number:	3178210	MORTGAGEMENTOR
Registration Number:	4328209	OURLIBRARY
Registration Number:	3218670	PROGUIDES
Registration Number:	4857883	PROSPECT MANAGER
Registration Number:	4905680	TOTAL QUALITY LOAN
Registration Number:	4905681	TQL
Registration Number:	4772168	TRUE CRM
Registration Number:	3024456	MAVENT
Registration Number:	5113692	DIAL-IQ
Registration Number:	5219722	LOANENGAGE
Registration Number:	5196308	REWARDIFICATION
Registration Number:	4492482	VELOCIFY
Registration Number:	5327956	VELOCIFY
Registration Number:	5568155	VELOCIFY LEADMANAGER
Registration Number:	5327957	VELOCIFY LOANENGAGE
Registration Number:	5223824	VELOCIFY PULSE

**CORRESPONDENCE DATA**

**Fax Number:** 7147558290

*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.*

**Email:** IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

**Correspondent Name:** LATHAM & WATKINS LLP

**Address Line 1:** 650 TOWN CENTER DRIVE, 20TH FLOOR

**Address Line 4:** COSTA MESA, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	038507-0766
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA
<b>SIGNATURE:</b>	/KJA/
<b>DATE SIGNED:</b>	05/20/2019

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), dated as of April 17, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CORTLAND CAPITAL MARKET SERVICES LLC (“*Cortland*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EM EAGLE PURCHASER, LLC, a Delaware limited liability company (“*Holdings*”), EM EAGLE MERGER SUB, INC., a Delaware corporation (“*Merger Sub*”), immediately prior to the consummation of the Merger, as Borrower, ELLIE MAE, INC., a Delaware corporation (“*Ellie Mae*”), upon and after the consummation of the Merger, as Borrower, each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Cortland, as administrative agent and Collateral Agent, entered into that certain Senior Secured Second Lien Credit Agreement, dated as of April 17, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of April 17, 2019 made by the grantors party thereto from time to time (the “*Grantors*”) to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Collateral*”), whether now existing or hereafter arising or acquired from time to time:

(i) the Trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;

(ii) all reissues, divisionals, continuations, continuations-in-part, extensions, and reexaminations of any of the foregoing, renewals, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ELLIE MAE, INC.,  
a Delaware corporation

By:   
Name: Jonathan H. Corr  
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]




CORTLAND CAPITAL MARKET SERVICES LLC,  
As Collateral Agent

By:   
Name: Emily Ergang Peppas  
Title: Associate Counsel

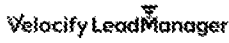

[Signature Page to Second Lien Trademark Security Agreement]

## Schedule A

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record	Grantor
ALLREGS	74305441 17-AUG-1992	1809839 07-DEC-1993	Ellie Mae, Inc.	Ellie Mae, Inc.
ALLREGS	77150456 06-APR-2007	3355858 18-DEC-2007	Ellie Mae, Inc.	Ellie Mae, Inc.
CLICKLOAN	76146378 12-OCT-2000	2494371 02-OCT-2001	Ellie Mae, Inc.	Ellie Mae, Inc.
CLICKLOAN	78245203 02-MAY-2003	3000653 27-SEP-2005	Ellie Mae, Inc.	Ellie Mae, Inc.
ELLIE MAE	75416947 12-JAN-1998	2438836 27-MAR-2001	Ellie Mae, Inc.	Ellie Mae, Inc.
ELLIE MAE	76146379 12-OCT-2000	2503951 06-NOV-2001	Ellie Mae, Inc.	Ellie Mae, Inc.
EMORTGAGEDOCS	78398558 08-APR-2004	2953965 17-MAY-2005	Ellie Mae, Inc.	Ellie Mae, Inc.
ENCOMPASS	78266127 23-JUN-2003	2890448 28-SEP-2004	Ellie Mae, Inc.	Ellie Mae, Inc.
ENCOMPASS	78266132 23-JUN-2003	2879407 31-AUG-2004	Ellie Mae, Inc.	Ellie Mae, Inc.
ENCOMPASS COMPLIANCE SERVICES	86808497 03-NOV-2015	5034935 06-SEP-2016	Ellie Mae, Inc.	Ellie Mae, Inc.
ENCOMPASS CONSUMER CONNECT	86959504 31-Mar-2016	5178026 04-Apr-2017	Ellie Mae, Inc.	Ellie Mae, Inc.
ENCOMPASS DATA CONNECT	87504299 25-JUN-2017	5537001 07-AUG-2018	Ellie Mae, Inc.	Ellie Mae, Inc.
ENCOMPASS DEVELOPER CONNECT	87248419 27-NOV-2016	5292881 19-SEP-2017	Ellie Mae, Inc.	Ellie Mae, Inc.
ENCOMPASS LOAN OFFICER CONNECT	87248422 27-NOV-2016	5292882 19-SEP-2017	Ellie Mae, Inc.	Ellie Mae, Inc.
ENCOMPASS PARTNER CONNECT	87504301 25-JUN-2017  <b>Intent to Use</b>	—	Ellie Mae, Inc.	Ellie Mae, Inc.
ENCOMPASS TPO CONNECT	87248423 27-NOV-2016	5292883 19-SEP-2017	Ellie Mae, Inc.	Ellie Mae, Inc.
FIRSTPASS	78528990 08-DEC-2004	3160352 17-OCT-2006	Ellie Mae, Inc.	Ellie Mae, Inc.
INVESTORLIBRARY	78627900 11-MAY-2005	3220913 20-MAR-2007	Ellie Mae, Inc.	Ellie Mae, Inc.
INVESTORLIBRARY	85770031 02-NOV-2012	4334975 14-MAY-2013	Ellie Mae, Inc.	Ellie Mae, Inc.
MARKET CLARITY	85013037 13-Apr-2010	3952425 26-Apr-2011	Ellie Mae, Inc.	Ellie Mae, Inc.
MORTGAGE RE:URNS & Design	78452094 16-JUL-2004	3136733 29-AUG-2006	Ellie Mae, Inc.	Ellie Mae, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record	Grantor
				
MORTGAGE RETURNS	78452093 16-Jul-2004	3392782 04-Mar-2008	Ellie Mae, Inc.	Ellie Mae, Inc.
MORTGAGE RETURNS RELATIONSHIP MANAGER & Design 	86440156 30-OCT-2014	4759761 23-JUN-2015	Ellie Mae, Inc.	Ellie Mae, Inc.
MORTGAGEMENTOR	78571511 21-FEB-2005	3178210 28-NOV-2006	Ellie Mae, Inc.	Ellie Mae, Inc.
OURLIBRARY	85725003 10-SEP-2012	4328209 30-APR-2013	Ellie Mae, Inc.	Ellie Mae, Inc.
PROGUIDES	78524204 30-NOV-2004	3218670 13-MAR-2007	Ellie Mae, Inc.	Ellie Mae, Inc.
PROSPECT MANAGER	86440164 30-OCT-2014	4857883 24-NOV-2015	Ellie Mae, Inc.	Ellie Mae, Inc.
TECHNOLOGY EMPOWERING THE AMERICAN DREAM	87534251 19-JUL-2017  <b>Intent to Use</b>	—	Ellie Mae, Inc.	Ellie Mae, Inc.
TOTAL QUALITY LOAN	86233989 27-MAR-2014	4905680 23-FEB-2016	Ellie Mae, Inc.	Ellie Mae, Inc.
TQL	86234004 27-MAR-2014	4905681 23-FEB-2016	Ellie Mae, Inc.	Ellie Mae, Inc.
TRUE CRM	86440143 30-OCT-2014	4772168 14-JUL-2015	Ellie Mae, Inc.	Ellie Mae, Inc.
MAVENT	78304686 24-SEP-2003	3024456 06-DEC-2005	Ellie Mae, Inc.	Ellie Mae, Inc.
DIAL-IQ	87024360 04-MAY-2016	5113692 03-JAN-2017	Velocify, Inc.	Ellie Mae, Inc.
LEADS360	86732816 21-AUG-2015  <b>Intent to Use</b>	—	Velocify, Inc.	Ellie Mae, Inc.
LOANENGAGE	87018454 28-APR-2016	5219722 06-JUN-2017	Velocify, Inc.	Ellie Mae, Inc.
REWARDIFICATION	86732720 21-AUG-2015	5196308 02-MAY-2017	Velocify, Inc.	Ellie Mae, Inc.
VELOCIFY	85880582 19-MAR-2013	4492482 04-MAR-2014	Velocify, Inc.	Ellie Mae, Inc.
VELOCIFY & Design 	87385073 24-MAR-2017	5327956 07-NOV-2017	Velocify, Inc.	Ellie Mae, Inc.



Mark	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record	Grantor
VELOCIFY LEADMANAGER & Design 	87386883 27-MAR-2017	5568155 25-SEP-2018	Velocify, Inc.	Ellie Mae, Inc.
VELOCIFY LOANENGAGE & Design 	87385106 24-MAR-2017	5327957 07-NOV-2017	Velocify, Inc.	Ellie Mae, Inc.
VELOCIFY PULSE	86732736 21-AUG-2015	5223824 13-JUN-2017	Velocify, Inc.	Ellie Mae, Inc.