

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM523702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASSOCIATIONVOICE, LLC		05/15/2019	Corporation : DELAWARE <i>Limited Liability Company</i>
DWELLINGLIVE, INC.		05/15/2019	Corporation: CALIFORNIA
COMMUNITY INVESTORS, INC.		05/15/2019	Corporation: DELAWARE
ATHOMENET, INC.		05/15/2019	Corporation: GEORGIA
HOMEFINDER, INC.		05/15/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	111 South Wacker Drive, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3665402	ATHOMENET
Registration Number:	3637228	ATHOMENET
Registration Number:	3598255	ASSOCIATIONVOICE
Registration Number:	3486430	DWELLINGLIVE
Registration Number:	5553814	PATROLLIVE
Registration Number:	5541421	MARKETBOOST
Registration Number:	5347764	FRONTSTEPS

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: 3125778467

Email: rebecca.paul@kattenlaw.com

Correspondent Name: Rebecca A. Paul c/o Katten Muchin

Address Line 1: 525 West Monroe Street

CH \$190.00 3665402

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Rebecca A. Paul
SIGNATURE:	/Rebecca A. Paul/
DATE SIGNED:	05/15/2019
Total Attachments: 5 source=6. Trademark Security Agreement (Executed) (003)#page1.tif source=6. Trademark Security Agreement (Executed) (003)#page2.tif source=6. Trademark Security Agreement (Executed) (003)#page3.tif source=6. Trademark Security Agreement (Executed) (003)#page4.tif source=6. Trademark Security Agreement (Executed) (003)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 15th day of May, 2019 by each of the undersigned "Grantors" (each a "Grantor" and, collectively, the "Grantors") in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Secured Parties (as defined in the Guarantee and Collateral Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, the Grantors, the Borrowers, the other Loan Parties from time to time party thereto, Grantee, and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of May 15, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the "Loans").

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of May 15, 2019 among Grantee, the Grantors, and the other Persons from time to time party thereto as "Grantors" (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), each Grantor has granted to Grantee, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), including registrations and applications therefore) together with the goodwill of the business associated with such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals, reissues, continuations and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all income, royalties, products, liabilities, and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement, misappropriation, violation, dilution or other impairment of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

4. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

ASSOCIATIONVOICE, LLC, a Delaware
limited liability company

By: COB
Name: Catherine O'Brien
Title: CFO and Secretary

DWELLINGLIVE, INC., a California
corporation

By: COB
Name: Catherine O'Brien
Title: Treasurer and Secretary

COMMUNITY INVESTORS, INC., a Delaware
corporation

By: COB
Name: Catherine O'Brien
Title: CFO, Treasurer and Secretary

HOMEFINDER INC., a California corporation

By: COB
Name: Catherine O'Brien
Title: Treasurer and Secretary

ATHOMENET, INC., a Georgia corporation


By: COB
Name: Catherine O'Brien
Title: Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above:

**TWIN BROOK CAPITAL PARTNERS,
LLC,**
as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Mark	Country/ Region	Application Number	Status	Registration Number	Regis. Date	Owner Information
	U.S.	76,694,406	Registered	3,665,402	8/11/09	AtHomeNet, Inc.
ATHOMENET	U.S.	76,694,407	Registered	3,637,228	6/16/09	AtHomeNet, Inc.
ASSOCIATIONVOICE	U.S.	77,554,029	Renewed (Registered)	3,598,255	3/31/09	AssociationVoice, LLC
dwellingLIVE	U.S.	78,898,064	Renewed (Registered)	3,486,430	8/12/08	dwellingLIVE, Inc.
PatrolLIVE	U.S.	87,749,145	Registered	5553814	9/4/18	dwellingLIVE, Inc.
MarketBoost	U.S.	86,878,147	Registered	5541421	8/14/18	iHomefinder, Inc.
FRONTSTEPS	U.S.	87,304,379	Registered	5347764	11/28/17	Community Investors, Inc.