

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526015

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignor name from Homefinder, Inc. to iHomefinder Inc. previously recorded on Reel 006649 Frame 0171. Assignor(s) hereby confirms the Grantors grant a security interest in favor of Twin Brook Capital Partners, LLC, as Agent.

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	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

TRADEMARK

**Email:** rebecca.paul@kattenlaw.com  
**Correspondent Name:** Rebecca A. Paul c/o Katten Muchin  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**NAME OF SUBMITTER:** Rebecca A. Paul

**SIGNATURE:** /Rebecca A. Paul/

**DATE SIGNED:** 06/03/2019

**Total Attachments: 8**

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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM523702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSOCIATIONVOICE, LLC		05/15/2019	<del>Corporation</del> : DELAWARE
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

*Limited Liability Company*

RECEIVING PARTY DATA	
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	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	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	3125778467
<b>Email:</b>	rebecca.paul@kattenlaw.com
<b>Correspondent Name:</b>	Rebecca A. Paul c/o Katten Muchin
<b>Address Line 1:</b>	525 West Monroe Street

CH \$190.00 3665402



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 29, 2019

PTAS

REBECCA A. PAUL C/O KATTEN MUCHIN  
525 WEST MONROE STREET  
CHICAGO, IL 60661

**900498706**

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/15/2019

REEL/FRAME: 6649/0171  
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:  
ASSOCIATIONVOICE, LLC

DOC DATE: 05/15/2019  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNOR:  
DWELLINGLIVE, INC.

DOC DATE: 05/15/2019  
CITIZENSHIP: CALIFORNIA  
ENTITY: CORPORATION

ASSIGNOR:  
COMMUNITY INVESTORS, INC.

DOC DATE: 05/15/2019  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

ASSIGNOR:  
ATHOMENET, INC.

DOC DATE: 05/15/2019  
CITIZENSHIP: GEORGIA  
ENTITY: CORPORATION

ASSIGNOR:  
HOMEFINDER, INC.

DOC DATE: 05/15/2019  
CITIZENSHIP: CALIFORNIA  
ENTITY: CORPORATION

ASSIGNEE:

TWIN BROOK CAPITAL PARTNERS, LLC, AS  
AGENT  
111 SOUTH WACKER DRIVE, 36TH FLOOR  
CHICAGO, ILLINOIS 60606

CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 76694406 FILING DATE: 11/21/2008  
REGISTRATION NUMBER: 3665402 REGISTRATION DATE: 08/11/2009  
MARK: ATHOMENET  
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)  
/NUMBER(S)

SERIAL NUMBER: 76694407 FILING DATE: 11/21/2008  
REGISTRATION NUMBER: 3637228 REGISTRATION DATE: 06/16/2009  
MARK: ATHOMENET  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77554029 FILING DATE: 08/22/2008  
REGISTRATION NUMBER: 3598255 REGISTRATION DATE: 03/31/2009  
MARK: ASSOCIATIONVOICE  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78898064 FILING DATE: 06/01/2006  
REGISTRATION NUMBER: 3486430 REGISTRATION DATE: 08/12/2008  
MARK: DWELLINGLIVE  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86878147 FILING DATE: 01/18/2016  
REGISTRATION NUMBER: 5541421 REGISTRATION DATE: 08/14/2018  
MARK: MARKETBOOST  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87304379 FILING DATE: 01/17/2017  
REGISTRATION NUMBER: 5347764 REGISTRATION DATE: 11/28/2017  
MARK: FRONTSTEPS  
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87749145 FILING DATE: 01/09/2018  
REGISTRATION NUMBER: 5553814 REGISTRATION DATE: 09/04/2018  
MARK: PATROLLIVE  
DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 15<sup>th</sup> 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

IHOMEFINDER 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

A handwritten signature in black ink, appearing to read 'Drew Guyette', written over a horizontal line.

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.