

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WhereToLive.com, Inc.		06/14/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Senior Credit (UWF) LLC, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2709614	WHERE TO LIVE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	055771-0022		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	06/14/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of June 14, 2019 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Senior Credit (UWF) LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Lone Wolf Real Estate Technologies Inc., a British Columbia, Canada corporation ("LW Real Estate"), Wolfpack IP Co., a Delaware corporation ("IPCo"), Lone Wolf Software, Inc., a Delaware corporation ("LW Software"), and Lone Wolf Real Estate Technologies, Inc., a Delaware corporation ("LW US" and, together with LW Real Estate, IPCo and LW Software, the "Borrowers" and each a "Borrower"), Canidae Holdco Partnership III L.P., a Cayman Islands exempted limited partnership, acting through its general partner, Canidae GP III Corporation, a British Columbia, Canada corporation ("Holdings"), the guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When the Commitments have been terminated and the Obligations (including, for the avoidance of doubt, the Secured Obligations) have been Paid in Full, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by any Pledgor, at such Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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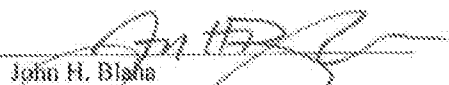
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

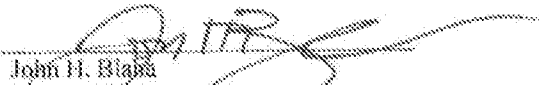
CONCEPTS IN DATA MANAGEMENT INC.,
an Ontario, Canada corporation

By: 
Name: John H. Blaha
Title: Chief Executive Officer

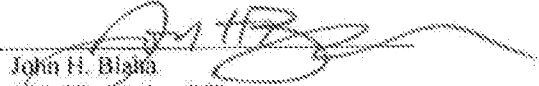
LONE WOLF REAL ESTATE TECHNOLOGIES INC.,
a company organized under the laws of British Columbia

By: 
Name: John H. Blaha
Title: Chief Executive Officer

LONE WOLF REAL ESTATE TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: John H. Blaha
Title: Chief Executive Officer


RE FORMSNET, LLC,
a Delaware limited liability company

By: 
Name: John H. Blaha
Title: Chief Executive Officer

WHERE TOLIVE.COM, INC.,
a Delaware corporation

By: 
Name: John H. Blaha
Title: Chief Executive Officer

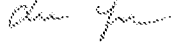
WOLFPACK IP CO.,
a Delaware corporation

By: 
Name: John H. Blaha
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

SENIOR CREDIT (UWF) LLC,
as Collateral Agent



By: _____

Name: David Yu

Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Status	Application Number and Filing Date	Registration Number and Date	Number	Owner of Record
DOCBOX	US	Registered	77/209652 6/19/2007	3510711 10/7/2008		WOLFPACK IP CO.
ELITEAGENT ZIPLOGIX	BY US	Pending	88283156 1/30/2019			RE FORMSNET, LLC DBA ZIPLOGIX
GEORGIA FORMS	US	Registered	85/507456 1/3/2012	4472658 1/21/2014		CONCEPTS IN DATA MANAGEMENT INC.
GEORGIA REAL ESTATE FORMS	US	Registered	85/507446 1/3/2012	4472657 1/21/2014		CONCEPTS IN DATA MANAGEMENT INC.
INSTANET FORMS	US	Registered	77/209967 6/19/2007	3510713 10/7/2008		WOLFPACK IP CO.
INSTANETFAX	US	Registered	77/209663 6/19/2007	3474917 7/29/2008		WOLFPACK IP CO.
LISTFLASH	US	Registered	77570145	5642407 1/1/2019		RE FORMSNET, LLC DBA ZIPLOGIX

Mark	Country	Status	Application Number and Filing Date	Registration Number and Date	Owner of Record
MONEY MAKER	US	Registered	76481871	3550515 Dec. 23, 2016	LONE WOLF REAL ESTATE TECHNOLOGIES INC.
MONEY MAKER	US	Registered	85840189	4962204 May 24, 2016	LONE WOLF REAL ESTATE TECHNOLOGIES INC.
REAL ESTATE PROFIT NAVIGATOR	US	Registered	77176531	3544342 Dec. 9 2008	LONE WOLF REAL ESTATE TECHNOLOGIES, INC.
REALBROKER	US	Registered	76305512	2615026 September 3, 2002	LONE WOLF REAL ESTATE TECHNOLOGIES INC.
RECORD-CONNECT	US	Published (Pending)	88153167 10/12/2018		RE FORMSNET, LLC DBA ZIPLOGIX
TOUCHSIGN	US	Registered	85508801	4223353 10/9/2012	RE FORMSNET, LLC DBA ZIPLOGIX
TRANSACTION DESK	US	Registered	77209925 6/19/2007	3510712 10/7/2008	WOLFPACK IP CO.
WHERE.TOLIVE	US	Registered	75592996	2709614 April 22, 2003	WHERE.TOLIVE.COM, INC.
WIGO	US	Registered	86742027	4936291 April 12, 2016	LONE WOLF REAL ESTATE TECHNOLOGIES, INC.
ZIPALLIANCE	US	Registered	86721368	5189035 4/25/2017	RE FORMSNET, LLC DBA ZIPLOGIX
ZIPCONSULT	US	Registered	86106752	4766852 7/7/2015	RE FORMSNET, LLC DBA ZIPLOGIX

Mark	Country	Status	Application Number and Filing Date	Registration Number and Date	Owner of Record
ZIPCRM	US	Registered	87804201	5570325 9/25/2018	RE FORMSNET, LLC DBA ZIPLOGIX
ZIPFORM	US	Registered	75512532	2334566 3/28/2000	RE FORMSNET, LLC DBA ZIPLOGIX
ZIPFORM RECORD-CONNECT	US	Registered	88153087 10/12/2018	5762395 5/28/2019	RE FORMSNET, LLC DBA ZIPLOGIX
ZIPFORMMLS-CONNECT	US	Registered	78664913	3106704 6/20/2006	RE FORMSNET, LLC DBA ZIPLOGIX
ZIPLOGIX ACADEMY LEARNING PATHS	US	Registered	87462864	5374285 1/9/2018	RE FORMSNET, LLC DBA ZIPLOGIX
ZIPLOGIX DIGITAL INK	US	Registered	85038088	4016808 8/23/2011	RE FORMSNET, LLC DBA ZIPLOGIX
ZIPTMS	US	Registered	86759123	5211640 5/30/2017	RE FORMSNET, LLC DBA ZIPLOGIX
ZIPVAULT	US	Registered	85202842	4027132 9/13/2011	RE FORMSNET, LLC DBA ZIPLOGIX
ZIPFORM	US (California)	Registered		105816 12/03/1999	RE FORMSNET, LLC
ZIPFORM	US (Michigan)	Registered		M022229 11/10/1999	RE FORMSNET, LLC