# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM527823

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wolfpack IP Co.		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: 4**

Property Type	Number	Word Mark
Registration Number:	3510711	DOCBOX
Registration Number:	3510713	INSTANET FORMS
Registration Number:	3474917	INSTANETFAX
Registration Number:	3510712	TRANSACTION DESK

## **CORRESPONDENCE DATA**

2138918763 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.

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.

# <u>WITNESSETH</u>:

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. <u>Defined Terms</u>. 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 <u>Schedule 1</u> 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. <u>Termination</u>. 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. <u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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*.

[Remainder of this page intentionally left blank]

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
age party.
- 39;
Name: John HAlaha
Title: Chief Executive Officer
LONE WOLF REAL ESTATE TECHNOLOGIES INC.,
a company organized under the laws of British Columbia
8 Children's culturary crown me saws to recover comments
- <sup>B</sup> Y:
Name: John H. Blaha
Title: ChigCineCuive Office
LONE WOLF REAL ESTATE TECHNOLOGIES, INC.,
a Delaware corporation
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By: ( 250/2 ) 7 9 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
Name: John H. Blahu
Title: Oligi Executive Officer
1102: Callergiacomisc Consea
RE FORMSNET, LLC.
a Delaware limited liability company
many comme
- By:
Name: John H. Blaita
Title: Chief-Executive Officer
( 1986) Supplementation of the second
WHERETOLIVE.COM, INC.,
a Delaware corporation
Minney William
- 8v:
Name: John H. Bland
Title: Chief-Executive Officer
Contraction and Committee and address of the following

[Signature Page to Trademark Security Agreement]

WOLFPACK IF CO., a Delaware corporation

Accepted and Agreed:

SENIOR CREDIT (UWF) LLC,

as Collateral Agent

By:

Name: David Yu

Title: Authorized Signatory

Ola Jan

SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Status	Application NumberRegistration	00000	Number Owner of Record
			and Filing Date		
DOCBOX	US	Registered	77/209652 6/19/2007	3510711 10/7/2008	WOLFPACK IP CO.
ELITEAGENT BY US ZIPLOGIX		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 US ESTATE FORMS		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	Sח	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 Registral and Filing Date and Date	tion	Number 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 PROFITUS NAVIGATOR		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	SO	Registered	85508801	4223353 10/9/2012	RE FORMSNET, LLC DBA ZIPLOGIX
TRANSACTION DESK	US	Registered	77/209925 6/19/2007	3510712 10/7/2008	WOLFPACK IP CO.
WHERETOLIVE	US	Registered	75592996	2709614 April 22, 2003	WHERETOLIVE.COM, INC.
WIGO	SO	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

RE FORMSNET, LLC	M02229 11/10/1999		Registered	US (Michigan)		ZIPFORM
RE FORMSNET, LLC	105816 12/03/1999		Registered	US (California)		ZIPFORM
RE FORMSNET, LLC DBA ZIPLOGIX	4027132 9/13/2011	85202842	Registered	US		ZIPVAULT
RE FORMSNET, LLC DBA ZIPLOGIX	5211640 5/30/2017	86759123	Registered	US		ZIPTMS
RE FORMSNET, LLC DBA ZIPLOGIX	4016808 8/23/2011	85038088	Registered	US	DIGITALUS	ZIPLOGIX INK
RE FORMSNET, LLC DBA ZIPLOGIX	5374285 1/9/2018	87462864	Registered	US	ACADEMY US PATHS	ZIPLOGIX ACAD LEARNING PATHS
RE FORMSNET, LLC DBA ZIPLOGIX	3106704 6/20/2006	78664913	Registered	US		ZIPFORMMLS- CONNECT
RE FORMSNET, LLC DBA ZIPLOGIX	5762395 5/28/2019	88153087 10/12/2018	Registered	US	RECORD-US	ZIPFORM CONNECT
RE FORMSNET, LLC DBA ZIPLOGIX	2334566 3/28/2000	75512532	Registered	SN		ZIPFORM
RE FORMSNET, LLC DBA ZIPLOGIX	5570325 9/25/2018	87804201	Registered	SN		ZIPCRM
Number Owner of Record	tion	Application Number Registral and Filing Date and Date	Status	Country	urk	Mark

TRADEMARK REEL: 006670 FRAME: 0087

**RECORDED: 06/14/2019**