

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528326

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Realty Mogul, Co.		06/18/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank, an Arizona corporation		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87728502	THE PURSUIT OF BUILDING WEALTH	
<b>Serial Number:</b>	87814748		
<b>Serial Number:</b>	87814729	REALTYMOGUL	
<b>Serial Number:</b>	87250389	COMMERCIAL REAL ESTATE INVESTING FOR ALL	
<b>Serial Number:</b>	86867581	REALTYMOGUL.COM	
<b>Serial Number:</b>	86853484	ACCESS THROUGH INNOVATION	
<b>Serial Number:</b>	86642568	REALTYMOGUL.COM	
<b>Serial Number:</b>	86584035	REAL ESTATE LENDING SIMPLIFIED	
<b>Serial Number:</b>	86226231	REAL ESTATE INVESTING, THE SIMPLE WAY	
<b>CORRESPONDENCE DATA</b>			
<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>	5618595603		
<b>Email:</b>	tbinder@vlplawgroup.com		
<b>Correspondent Name:</b>	Tatiana Binder		
<b>Address Line 1:</b>	612 Commerce Street, APT 2G		
<b>Address Line 4:</b>	Lynchburg, VIRGINIA 24504		

OP \$240.00 87728502

<b>NAME OF SUBMITTER:</b>	Tatiana Binder
<b>SIGNATURE:</b>	/TatianaBinder/
<b>DATE SIGNED:</b>	06/19/2019
<b>Total Attachments: 6</b> source=WAL_Realty Mogul_Intellectual Property Security Agreement (Realty Mogul, Co.)_executed#page1.tif source=WAL_Realty Mogul_Intellectual Property Security Agreement (Realty Mogul, Co.)_executed#page2.tif source=WAL_Realty Mogul_Intellectual Property Security Agreement (Realty Mogul, Co.)_executed#page3.tif source=WAL_Realty Mogul_Intellectual Property Security Agreement (Realty Mogul, Co.)_executed#page4.tif source=WAL_Realty Mogul_Intellectual Property Security Agreement (Realty Mogul, Co.)_executed#page5.tif source=WAL_Realty Mogul_Intellectual Property Security Agreement (Realty Mogul, Co.)_executed#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 18, 2019 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and REALTY MOGUL, CO., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of June 18, 2019 (as amended from time to time, the "Loan Agreement"), among Lender, Grantor, RM Communities GP, LLC, RM Technologies, LLC, RM Adviser, LLC, RM Sponsor, LLC, Realty Mogul Commercial Capital, Co., RM Manager, LLC, and Mogul Securities, LLC. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (other than any intent-to-use trademark) (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

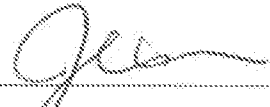
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

REALTY MOGUL, CO., a Delaware corporation

By:   
Name: JILLIENE HELLMAN  
Title: CEO

Address for Notices:

Attn: Jilliene Helman  
10780 Santa Monica Boulevard, Suite 140  
Los Angeles, CA 90025  
Fax: \_\_\_\_\_

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

REALTY MOGUL, CO., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Jilliene Helman  
10780 Santa Monica Boulevard, Suite 140  
Los Angeles, CA 90025  
Fax: \_\_\_\_\_

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: Elizabeth Quigley

Name: Elizabeth Quigley

Title: AVP, Relationship Manager


Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax: (408) 282-1681



EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>		<u>Filing Date:</u>
THE PURSUIT OF BUILDING WEALTH	87728502			12/20/17
	87814748			02/28/18
REALTYMO GUL	87814729			02/28/18
COMMERCIAL REAL ESTATE INVESTING FOR ALL	87250389	5232628		11/29/16
REALTYMO GUL.COM	86867581	5131573		01/06/16
ACCESS THROUGH INNOVATION	86853484	5167684		12/18/15
REALTYMO GUL.COM	86642568	4990076		05/27/15
REAL ESTATE LENDING SIMPLIFIED	86584035	5120120		04/01/15
REAL ESTATE INVESTING, THE SIMPLE WAY	86226231	4601570		03/19/14

