

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nationwide Property & Appraisal Services LLC		03/04/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1785836	ELLIOTT & COMPANY APPRAISERS	
Registration Number:	1784442	ELLIOTT	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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>			
Phone:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	06/26/2019		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Nationwide Property & Appraisal Services LLC)

This Intellectual Property Security Agreement is entered into as of March 4, 2019 by and between COMERICA BANK ("Bank") and NATIONWIDE PROPERTY & APPRAISAL SERVICES LLC, a New Jersey limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and AccessValu Technology Solutions LLC ("Borrowers", and each individually, a "Borrower") in the amounts and manner set forth in that certain Credit Agreement by and among Bank, Borrowers and NPAS Holdings, LLC dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") and related documents. Capitalized terms used herein are used as defined in the Loan Agreement, or if not defined therein, in the Security Agreement (as defined below).

B. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement or their respective Security Agreement (defined below), as applicable.

C. Pursuant to the terms of the Security Agreement dated the date hereof by Grantor in favor of Bank, (as it may be amended from time to time, the "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of each Borrower's obligations under the Loan Documents. Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure each Borrower's obligations under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Copyrights, Patents and Trademarks (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, but excluding, in each case, any Excluded Property.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Bank, or any of its successors or assigns, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature page follows]

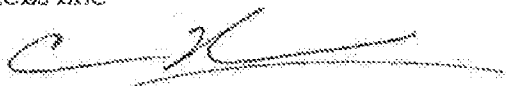
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

o/o Corridor Capital, LLC
12400 Wilshire Blvd., Suite 645
Los Angeles, CA 90025
Attention: Mr. Cameron Reilly

NATIONWIDE PROPERTY & APPRAISAL
SERVICES LLC


By: Cameron Reilly
Title: Secretary

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o Corridor Capital, LLC
12400 Wilshire Blvd., Suite 645
Los Angeles, CA 90025
Attention: Mr. Cameron Reilly

NPAS HOLDINGS, LLC

By: Cameron Reilly
Title: President

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: Jalal Taby
Title: Vice President

EXHIBIT A

Copyrights

None.

Detroit 13942972_5

TRADEMARK
REEL: 006678 FRAME: 0575

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

None.

**FIRST AMENDMENT
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Amendment") is dated as of June 25, 2019, by and between NATIONWIDE PROPERTY & APPRAISAL SERVICES LLC, a New Jersey limited liability company ("Grantor") and COMERICA BANK ("Bank").

RECITALS:

A. Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of March 4, 2019 (as may be amended or modified from time to time, the "Agreement").

B. Grantor and Bank desire to amend the Agreement as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C of the Agreement is hereby deleted and replaced with Exhibit C attached hereto.

2. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

3. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, this Amendment, executed by Grantor.

4. Costs and expenses incurred by Bank in connection with the preparation and execution of this Amendment shall be paid by Borrower to the extent required by Section 11.2 of the Agreement.

5. This Amendment may be executed in counterparts, each of which counterpart shall constitute one and the same original.

6. This Amendment is not an agreement to any further or other amendment of the Agreement and shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement.

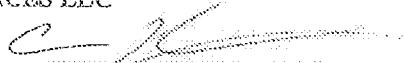
7. Except as modified hereby, all of the terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTOR:

NATIONWIDE PROPERTY & APPRAISAL
SERVICES LLC



By: Cameron Reilly
Title: Secretary

BANK:

COMERICA BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written

GRANTOR:

NATIONWIDE PROPERTY & APPRAISAL
SERVICES LLC

By: Cameron Reilly
Title: Secretary


BANK:

COMERICA BANK

By: JALAL TABY
Title: Vice President

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
 ELLIOTT & COMPANY APPRAISERS	74/339507	12/4/92	1,785,836	8/3/93
ELLIOTT	74/337183	12/4/92	1,784,442	7/27/93