

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nationwide Property & Appraisal Services LLC		06/25/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Southfield Mezzanine Capital LP		
Street Address:	53 Greenwich Ave., 2nd Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1785836	ELLIOTT & COMPANY APPRAISERS	
Registration Number:	1784442	ELLIOTT	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	Becky L. Troutman, Esq.		
Address Line 1:	101 California St.		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	016865.00006		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	06/26/2019		
Total Attachments: 4			
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**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 SOUTHFIELD MEZZANINE CAPITAL LP ("Lender").

RECITALS:

A. Grantor and Lender 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 Lender 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, Lender shall have received, in form and substance satisfactory to Lender, this Amendment, executed by Grantor.

4. Costs and expenses incurred by Lender 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 Lender 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

LENDER:

SOUTHFIELD MEZZANINE CAPITAL LP

By: Southfield Mezzanine GP LLC

Its: General Partner

By:

Name: Eric Sloane


Its: Managing Member

[Signature Page to First Amendment to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006679 FRAME: 0278

EXHIBIT C

Trademarks

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