

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Property First Group LP		08/29/2019	Limited Partnership: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Northleaf Private Credit I LP, as Agent		
Street Address:	79 Wellington Street West, 6th Floor, Box 120		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1N9		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3972021	STORSMART INSURANCE	
Serial Number:	88239010	STORSMART	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	55089 / 014		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	09/03/2019		
Total Attachments: 6			
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SECOND LIEN GUARANTY AND SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY COLLATERAL DOCUMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER AND THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF APRIL 13, 2018 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG ANTARES CAPITAL LP, AS THE FIRST LIEN AGENT, AND NORTHLEAF PRIVATE CREDIT I LP, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT OR ANY COLLATERAL DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2019, is made by Property First Group LP, a Pennsylvania limited partnership (“Grantor”), in favor of Northleaf Private Credit I LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 13, 2018 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (the “Credit Agreement”), by and among Biggerfoot Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), as Borrower prior to the consummation of the Closing Date Merger, SpareFoot, LLC, a Delaware limited liability company (“SpareFoot”), as Borrower upon the consummation of the Closing Date Merger, Storable Intermediate, Inc. (f/k/a Biggerfoot Intermediate, Inc.), a Delaware corporation (“Holdings”), SpareFoot, Inc., a Delaware corporation (“Parent Guarantor”), the other Persons party hereto that are designated as a “Credit Party”, Northleaf Private Credit I LP (“Northleaf”), as Agent for the several financial institutions from time to time party to this Agreement (collectively, the “Lenders” and individually each a “Lender”), and the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of April 13, 2018 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill associated therewith; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder. In the event of any conflict between any provision in this Second Lien Trademark Security Agreement and a provision in the Guaranty and Security Agreement, such provision of the Guaranty and Security Agreement shall control.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate

counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Second Lien Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

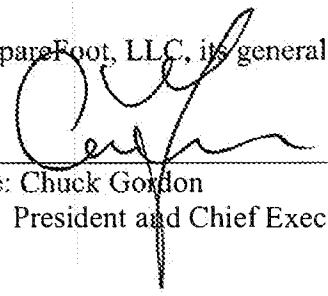
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PROPERTY FIRST GROUP LP,
as Grantor


By: SpareFoot, LLC, its general partner

By: 
Name: Chuck Gordon
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

Northleaf Private Credit I LP, by its manager,
Northleaf Capital Partners (Canada) Ltd., as Agent

By: 
Name: Katherine Gurney
Title: General Counsel

By: 
Name: Stuart Waugh
Title: Managing Director & Managing Partner

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006735 FRAME: 0066

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

Company Registered Intellectual Property	Jurisdiction of Registration	Owner	Application Number	Registration Number	Filing Date	Registration Date
STORSMART INSURANCE	United States	Property First Group LP	85/120,009	3972021	August 31, 2010	May 31, 2011

2. U.S. TRADEMARK APPLICATIONS

Serial No.	Filing Date	Mark	Listed Owner
88239010	12/21/2018	STORSMART	Property First Group LP