

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InsideRE, LLC		09/09/2019	Limited Liability Company: DELAWARE
Broker Sumo, Inc.		09/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	311 S. Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5475166	INSIDE REAL ESTATE	
Registration Number:	5490670		
Registration Number:	5490671	INSIDE REAL ESTATE	
Registration Number:	5127972		
Registration Number:	5127973	CIRCLEPIX	
Registration Number:	3484519	CIRCLEPIX	
Registration Number:	5141276	BROKERSUMO	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		

CH \$190.00 5475166

ATTORNEY DOCKET NUMBER:	058258-0013
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	09/17/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of September 9, 2019, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit

Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

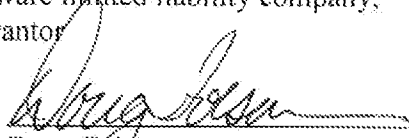
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

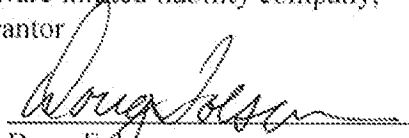
[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

INSIDERE, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Doug Folsom
Title: Chief Financial Officer

BROKER SUMO, INC.,
a Delaware limited liability company,
as a Grantor

By: 
Name: Doug Folsom
Title: Secretary and Treasurer

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 

Name: Matthew R. Lane

Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

Owner	Trademark	Application and/or Registration Number
InsideRE, LLC	INSIDE REAL ESTATE	Application No. 87650978 Registration No. 5475166
InsideRE, LLC	Design Only	Application No. 87651047 Registration No. 5490670
InsideRE, LLC	INSIDE REAL ESTATE	Application No. 87651075 Registration No. 5490671
InsideRE, LLC	Design Only	Application No. 87059666 Registration No. 5127972
InsideRE, LLC	CIRCLEPIX	Application No. 87059692 Registration No. 5127973
InsideRE, LLC	CIRCLEPIX	Application No. 77370043 Registration No. 3484519
Broker Sumo, Inc.	BROKERSUMO	Application No. 87094429 Registration No. 5141276