

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553064

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Screening One, Inc.		12/12/2019	Corporation: CALIFORNIA
Property Brands, Inc.		12/12/2019	Corporation: DELAWARE
Nationwide Eviction, LLC		12/12/2019	Limited Liability Company: NORTH CAROLINA
Grow Learning Management System, L.L.C.		12/12/2019	Limited Liability Company: ARIZONA
Nationwide Court Systems, LLC		12/12/2019	Limited Liability Company: NORTH CAROLINA
Lynnbroom Consultants, LLC		12/12/2019	Limited Liability Company: NORTH CAROLINA
LiveRez, LLC		12/12/2019	Limited Liability Company: IDAHO
Local Social Inc.		12/12/2019	Corporation: DELAWARE
Blue Tent Marketing, LLC		12/12/2019	Limited Liability Company: COLORADO
American Metering Services, LLC		12/12/2019	Limited Liability Company: FLORIDA
RentalGuardian Holdings LLC		12/12/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Golub Capital LLC
<b>Street Address:</b>	100 South Wacker Drive
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
<b>Registration Number:</b>	5827713	ACRIHR
<b>Registration Number:</b>	5827716	
<b>Registration Number:</b>	5674532	GROW LEARNING MANAGEMENT SYSTEM
<b>Registration Number:</b>	4196702	NATIONWIDE COURT SERVICES, INC.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4688225	LYNNBROOK GROUP
Registration Number:	4886686	WITHOUT PARTNERSHIP, IT'S JUST SOFTWARE
Registration Number:	3598361	TURN LOOKERS INTO BOOKERS!
Registration Number:	3475481	LIVEREZ
Registration Number:	5165655	REZFUSION
Registration Number:	5165654	BLUETENT
Registration Number:	5309081	PLAN TOGETHER. PLAY TOGETHER.
Registration Number:	5169630	GUESTBOOK
Registration Number:	4248335	RESCMS
Registration Number:	3361799	GUESTADVANTAGE
Registration Number:	3361800	GUESTADVANTAGE
Registration Number:	2880512	OWNERNET
Serial Number:	88626849	INHABITIQ
Serial Number:	88626869	
Serial Number:	88564524	INHABITIQ
Serial Number:	88564548	INHABIT
Serial Number:	88532697	RESIDENTIQ
Serial Number:	88532725	RESIDENTIQ
Serial Number:	88403610	AMS BEYOND BILLING AMSBILLING.COM
Serial Number:	88403698	UNITY EVOLUTION POWERED BY AMS - BEYONDB
Serial Number:	88389350	AMS BILLING
Serial Number:	88389374	AMS BEYOND BILLING
Serial Number:	88390020	UNITY EVOLUTION
Serial Number:	88359333	NATIONWIDE EVICTION
Serial Number:	88159972	VRMA INSIGHTS POWERED BY LSI TOOLS
Serial Number:	88144893	LIVEREZ
Serial Number:	87481090	LIVESTAY
Serial Number:	87481076	LIVESTAY
Serial Number:	88604964	MASTER CANCEL
Serial Number:	88534232	REZFUSION BOOST

#### CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

**TRADEMARK**

REEL: 006814 FRAME: 0906

<b>ATTORNEY DOCKET NUMBER:</b>	1182886-0030-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	12/12/2019

**Total Attachments: 13**

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TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2019 (this "Agreement"), among the entities listed on Schedule I attached hereto (each a "Grantor" and, collectively, the "Grantors") and GOLUB CAPITAL LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement, dated as of January 24, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PB-VB HOLDINGS III, INC., a Delaware corporation ("Holdings"), PB-VB HOLDINGS IV, INC., a Delaware corporation (the "Borrower"), PROPERTY BRANDS PARENT, INC., a Delaware corporation ("Parent"), PROPERTY BRANDS INTERMEDIATE PARENT, INC., a Delaware corporation ("Intermediate Parent"), PROPERTY BRANDS HOLDCO, INC., a Delaware corporation ("Intermediate Holdco"), PROPERTY BRANDS INTERMEDIATE HOLDCO, INC., a Delaware corporation ("Property Brands Intermediate"), PROPERTY BRANDS, INC., a Delaware corporation ("Property Brands"), VACATION BRANDS HOLDINGS, LLC, a Delaware limited liability company ("VB Holdings"), VACATION BRANDS PURCHASER, INC., a Delaware corporation ("VB Purchaser"), the Lenders from time to time party thereto and GOLUB CAPITAL LLC, as the Administrative Agent, and (b) the Amended and Restated Collateral Agreement, dated as of December 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, Parent, Intermediate Parent, Intermediate Holdco, Property Brands Intermediate, Property Brands, VB Holdings, VB Purchaser, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower (as defined in the Credit Agreement) subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule II attached hereto, (b) all of the goodwill of such Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

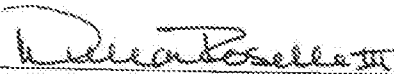
SECTION 6. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of New York.

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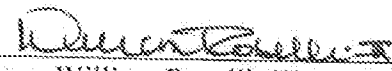
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

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

**SCREENING ONE, INC., as a Grantor**

By   
Name: William Roselli, III  
Title: Chief Financial Officer

**PROPERTY BRANDS, INC., as a Grantor**

By   
Name: William Roselli, III  
Title: Chief Financial Officer

**NATIONWIDE EVICTION, LLC, as a Grantor**

By   
Name: William Roselli, III  
Title: Chief Financial Officer

**GROW LEARNING MANAGEMENT SYSTEM, L.L.C., as a Grantor**

By \_\_\_\_\_  
Name: Lisa Stinnett  
Title: Chief Executive Officer

**NATIONWIDE COURT SYSTEMS, LLC, as a Grantor**

By   
Name: William Roselli, III  
Title: Chief Financial Officer

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

**SCREENING ONE, INC., as a Grantor**

By \_\_\_\_\_  
Name: William Roselli, III  
Title: Chief Financial Officer

**PROPERTY BRANDS, INC., as a Grantor**

By \_\_\_\_\_  
Name: William Roselli, III  
Title: Chief Financial Officer

**NATIONWIDE EVICTION, LLC, as a Grantor**

By \_\_\_\_\_  
Name: William Roselli, III  
Title: Chief Financial Officer

**GROW LEARNING MANAGEMENT SYSTEM, L.L.C., as a Grantor**

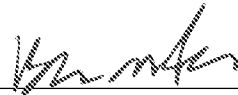
By  \_\_\_\_\_  
Name: Lisa Stinnett  
Title: Chief Executive Officer

**NATIONWIDE COURT SYSTEMS, LLC, as a Grantor**

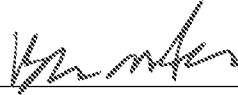
By \_\_\_\_\_  
Name: William Roselli, III  
Title: Chief Financial Officer



**LYNNBROOK CONSULTANTS, LLC, as a Grantor**

By   
Name: Blair Flicker  
Title: Secretary

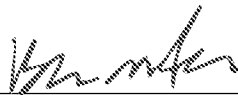
**LIVEREZ, LLC, as a Grantor**

By   
Name: Blair Flicker  
Title: Secretary

**LOCAL SOCIAL INC., as a Grantor**

By   
Name: Blair Flicker  
Title: Secretary

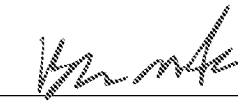
**BLUE TENT MARKETING, LLC, as a Grantor**

By   
Name: Blair Flicker  
Title: Secretary

**AMERICAN METERING SERVICES, LLC,  
as a Grantor**

By \_\_\_\_\_  
Name: William Roselli, III  
Title: Chief Financial Officer

**RENTALGUARDIAN HOLDINGS LLC, as  
a Grantor**

By   
Name: Blair Flicker  
Title: Secretary

**LYNNBROOK CONSULTANTS, LLC, as a Grantor**

By \_\_\_\_\_  
Name: Blair Flicker  
Title: Secretary

**LIVEREZ, LLC, as a Grantor**

By \_\_\_\_\_  
Name: Blair Flicker  
Title: Secretary

**LOCAL SOCIAL INC., as a Grantor**

By \_\_\_\_\_  
Name: Blair Flicker  
Title: Secretary

**BLUE TENT MARKETING, LLC, as a Grantor**

By \_\_\_\_\_  
Name: Blair Flicker  
Title: Secretary

**AMERICAN METERING SERVICES, LLC,  
as a Grantor**

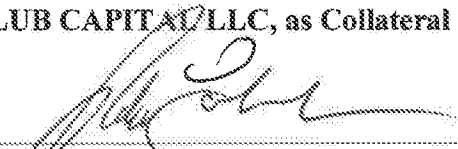
By   
Name: William Roselli, III  
Title: Chief Financial Officer

**RENTALGUARDIAN HOLDINGS LLC, as  
a Grantor**

By \_\_\_\_\_  
Name: Blair Flicker  
Title: Secretary

GOLUB CAPITAL LLC, as Collateral Agent

By

  
Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Trademark Security Agreement (Property Brands)]

**TRADEMARK**  
**REEL: 006814 FRAME: 0915**

**Schedule I**

**Grantors**




1. Screening One, Inc., a California corporation
2. Property Brands, Inc., a Delaware corporation
3. Nationwide Eviction, LLC, a North Carolina limited liability company
4. Grow Learning Management System, L.L.C., an Arizona limited liability company
5. Nationwide Court Systems, LLC, a North Carolina corporation
6. Lynnbrook Consultants, LLC, a North Carolina limited liability company
7. LiveRez, LLC, an Idaho limited liability company
8. Local Social Inc., a Delaware corporation
9. Blue Tent Marketing, LLC, a Colorado limited liability company
10. American Metering Services, LLC, a Florida limited liability company
11. RentalGuardian Holdings LLC, a Delaware limited liability company

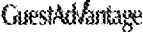
**Schedule II**

**Trademarks**


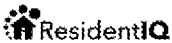

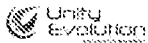
**TRADEMARK SECURITY AGREEMENT SCHEDULE**

Registrations:

<b>Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>
Screening One, Inc.	ACRIHR	5,827,713	06-AUG-2019	USA
Screening One, Inc.		5,827,716	06-AUG-2019	USA
Grow Learning Management System, L.L.C.	GROW LEARNING MANAGEMENT SYSTEM	5,674,532	12-FEB-2019	USA
Nationwide Court Services, Inc.		4,196,702	28-AUG-2012	USA
Lynnbrook Consultants, LLC	LYNNBROOK GROUP	4,688,225	17-FEB-2015	USA
LiveRez, LLC	WITHOUT PARTNERSHIP, IT'S JUST SOFTWARE	4,886,686	12-JAN-2016	USA
LiveRez, LLC	TURN LOOKERS INTO BOOKERS!	3,598,361	31-MAR-2009	USA
LiveRez, LLC	LIVEREZ	3,475,481	29-JUL-2008	USA
Blue Tent Marketing, LLC	REZFUSION	5,165,655	21-MAR-2017	USA
Blue Tent Marketing, LLC	BLUETENT	5,165,654	21-MAR-2017	USA
Blue Tent Marketing, LLC	PLAN TOGETHER. PLAY TOGETHER.	5,309,081	17-OCT-2017	USA
Blue Tent Marketing, LLC		5,169,630	28-MAR-2017	USA
Blue Tent Marketing, LLC	RESCMS	4,248,335	27-NOV-2012	USA
Blue Tent Marketing, LLC	GUESTADVANTAGE	3,361,799	01-JAN-2008	USA

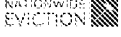
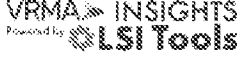
Grantor	Trademark	Registration No.	Registration Date	Country
Blue Tent Marketing, LLC		3,361,800	01-JAN-2008	USA
Blue Tent Marketing, LLC	OwnerNet	2,880,512	31-AUG-2004	USA

Applications:

Grantor	Trademark	Application No.	Application Date	Country
Property Brands, Inc.		88/626,849	23-SEP-2019	USA
Property Brands, Inc.		88/626,869	23-SEP-2019	USA
Property Brands, Inc.	INHABITIQ <sup>1</sup>	88/564,524	02-AUG-2019	USA
Property Brands, Inc.	INHABIT <sup>2</sup>	88/564,548	02-AUG-2019	USA
Property Brands, Inc.	RESIDENTIQ	88/532,697	24-JUL-2019	USA
Property Brands, Inc.		88/532,725	24-JUL-2019	USA
American Metering Services, LLC		88/403,610	26-APR-2019	USA
American Metering Services, LLC		88/403,698	26-APR-2019	USA

<sup>1</sup> This is an intent-to-use application which shall not become Collateral until acceptance by the U.S. Patent and Trademark Office, of a "Statement of Use," Amendment to Allege Use," or similar filing with respect thereto.

<sup>2</sup> This is an intent-to-use application which shall not become Collateral until acceptance by the U.S. Patent and Trademark Office, of a "Statement of Use," Amendment to Allege Use," or similar filing with respect thereto.

Grantor	Trademark	Application No.	Application Date	Country
American Metering Services, LLC	AMS BILLING	88/389,350	17-APR-2019	USA
American Metering Services, LLC	AMS BEYOND BILLING	88/389,374	17-APR-2019	USA
American Metering Services, LLC	UNITY EVOLUTION	88/390,020	17-APR-2019	USA
Nationwide Eviction, LLC		88/359,333	27-MAR-2019	USA
Local Social, Inc.		88/159,972	18-OCT-2018	USA
LiveRez, LLC	LIVEREZ <sup>3</sup>	88/144,893	05-OCT-2018	USA
LiveRez, LLC	LIVESTAY <sup>4</sup>	87/481,090	08-JUN-2017	USA
LiveRez, LLC	LIVESTAY <sup>5</sup>	87/481,076	08-JUN-2017	USA
RentalGuardian Holdings LLC	MASTER CANCEL	88/604,964	05-SEP-2019	USA
Blue Tent Marketing, LLC	REZFUSION BOOST	88/534,232	24-JUL-2019	USA

<sup>3</sup> This is an intent-to-use application which shall not become Collateral until acceptance by the U.S. Patent and Trademark Office, of a "Statement of Use," Amendment to Allege Use," or similar filing with respect thereto.

<sup>4</sup> This is an intent-to-use application which shall not become Collateral until acceptance by the U.S. Patent and Trademark Office, of a "Statement of Use," Amendment to Allege Use," or similar filing with respect thereto.

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