

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555005

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RENTPATH, LLC		12/24/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, as Administrative agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	5860767	RENTALS.COM
Registration Number:	5837520	RENT.COM
Registration Number:	5326000	PORTFOLIO PROMOTER
Registration Number:	5064332	MAXLEASES
Registration Number:	5049132	THE POWER OF WE
Registration Number:	4992567	RENTPATH CONNECT
Registration Number:	5011541	RENTPATH CONCIERGE
Registration Number:	4972863	MY RENTPATH
Registration Number:	4972867	THE LEGIT A MASTER
Registration Number:	4987862	
Registration Number:	4991938	RENTALS.COM
Registration Number:	5283418	RENT.COM
Registration Number:	4881608	
Registration Number:	4885326	
Registration Number:	5018898	TAKE THE MOST POWERFUL PATH
Registration Number:	4900967	LEGIT-A-MASTER
Registration Number:	4881311	TOTALLY LEGIT
Registration Number:	5060480	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4853002	CERTIFIED RESIDENT RATINGS & REVIEWS
Registration Number:	5091654	EASY MEDIA
Registration Number:	4598458	REPUTATION MADE EASY
Registration Number:	4185684	SOCIAL MEDIA MADE EASY
Registration Number:	3717869	RENTMATIC

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	12/27/2019

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2019 (this “Trademark Security Agreement”), among each of the Grantors party hereto and ROYAL BANK OF CANADA, in its capacity as administrative agent and collateral agent for the Secured Parties (the “Administrative Agent”).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among RENTPATH, LLC, a Delaware limited liability company (the “Borrower”), RentPath Holdings, Inc., a Delaware corporation (“Holdings”), the Subsidiaries of the Borrower party thereto from time to time, as additional Grantors, and the Administrative Agent.

The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in that certain Second Lien Credit Agreement, dated as of December 17, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Administrative Agent, the Swing Line Lender and each L/C Issuer, and each other lender from time to time party thereto.

Each of the Grantors party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Trademark Security 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, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers protected under the laws of the United States or any state or political subdivision thereof, all registrations and recordings thereof, all registration and recording applications filed in connection therewith in the USPTO, and all renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including, without limitation, those listed on Schedule I hereto, and all goodwill connected with the use thereof and symbolized thereby; *provided* that the grant of security interest shall not include any “intent-to-use” trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

RENTPATH, LLC,
as Grantor

By: 

Name: Marlon F. Starr

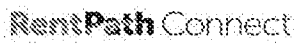
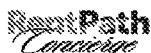







Title: Senior Vice President, General Counsel and
Secretary


ROYAL BANK OF CANADA,
as Administrative Agent

By: 
Name: Ann, Hurley
Title: Manager, Agency

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Filing Date	Reg. No.	Reg. Date
RentPath, LLC	RENTALS.COM	88/228,070	12/13/2018	5860767	9/17/2019
RentPath, LLC	RENT.COM	88/000,014	6/14/2018	5837520	8/20/2019
RentPath, LLC	PORTFOLIO PROMOTER	87/184,782	9/27/2016	5326000	10/31/2017
RentPath, LLC	MAXLEASES	86/970,649	4/11/2016	5064332	10/18/2016
RentPath, LLC	THE POWER OF WE	86/910,163	2/17/2016	5049132	9/27/2016
RentPath, LLC	 RentPath Connect	86/803,510	10/29/2015	4992567	7/5/2016
RentPath, LLC	 RentPath Carriage	86/803,557	10/29/2015	5011541	8/2/2016
RentPath, LLC	 RentPath	86/790,452	10/16/2015	4972863	6/7/2016
RentPath, LLC	 RentPath	86/790,480	10/16/2015	4972867	6/7/2016
RentPath, LLC		86/790,497	10/16/2015	4987862	6/28/2016
RentPath, LLC	 Rentals.com	86/790,488	10/16/2015	4991938	7/5/2016
RentPath, LLC	 Rent.com	86/660,888	6/12/2015	5283418	9/12/2017
RentPath, LLC		86/660,911	6/12/2015	4881608	1/5/2016
RentPath, LLC		86/649,873	6/3/2015	4885326	1/12/2016
RentPath, LLC	TAKE THE MOST POWERFUL PATH	86/649,888	6/3/2015	5018898	8/9/2016

Grantor	Mark	Application No.	Filing Date	Reg. No.	Reg. Date
RentPath, LLC	LEGIT-A-MASTER	86/649,960	6/3/2015	4900967	2/16/2016
RentPath, LLC	TOTALLY LEGIT	86/650164	6/3/2015	4881311	1/5/2016
RentPath, LLC		86/647,275	6/1/2015	5060480	10/11/2016
RentPath, LLC	CERTIFIED RESIDENT RATINGS & REVIEWS	86/620,277	5/5/2015	4853002	11/10/2015
RentPath, LLC	EASY MEDIA	86/370,033	8/18/2014	5091654	11/29/2016
RentPath, LLC	REPUTATION MADE EASY	85/962,231	6/17/2013	4598458	9/2/2014
RentPath, LLC	SOCIAL MEDIA MADE EASY	85/486,417	12/2/2011	4185684	8/7/2012
RentPath, LLC	RENTMATIC	77/672,290	2/17/2009	3717869	12/1/2009