

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM604611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RE FORMSNET, LLC		10/23/2020	Limited Liability Company: DELAWARE
WOLFPACK IP CO.		10/23/2020	Corporation: DELAWARE
LONE WOLF REAL ESTATE TECHNOLOGIES, INC.		10/23/2020	Corporation: DELAWARE
WHERE TOLIVE.COM, INC.		10/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SENIOR CREDIT (UWF) LLC		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3249000	AUTHENTISIGN	
Registration Number:	4793038	INSTANET	
Registration Number:	4974936	INSTANETOFFERS	
Registration Number:	4936291	WIGO	
Registration Number:	5642407	LISTFLASH	
Registration Number:	5374285	ZIPLOGIX ACADEMY LEARNING PATHS	
Registration Number:	2334566	ZIPFORM	
Registration Number:	3106704	ZIPFORMMLS-CONNECT	
Registration Number:	5839120	ELITEAGENT BY ZIPLOGIX	
Registration Number:	5762395	ZIPFORM RECORD-CONNECT	
Registration Number:	5774019	RECORD-CONNECT	
Registration Number:	5570325	ZIPCRM	
Registration Number:	5211640	ZIPTMS	
Registration Number:	5189035	ZIPALLIANCE	
Registration Number:	4766852	ZIPCONSULT	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4223353	TOUCHSIGN
Registration Number:	4027132	ZIPVAULT
Registration Number:	4016808	ZIPLOGIX DIGITAL INK
Registration Number:	2709614	WHERE TO LIVE
Registration Number:	3510711	DOCBOX
Registration Number:	3474917	INSTANETFAX
Registration Number:	3510712	TRANSACTION DESK
Registration Number:	3510713	INSTANET FORMS
Serial Number:	90120728	
Serial Number:	90120746	LONE WOLF
Serial Number:	90120737	LONE WOLF TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	32868.115
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/23/2020

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of October 23, 2020, is made by RE FORMSNET, LLC, a Delaware limited liability company, WOLFPACK IP CO., a Delaware corporation, LONE WOLF REAL ESTATE TECHNOLOGIES INC., a Delaware corporation, and WHERE TOLIVE.COM, INC., a Delaware corporation (each of the foregoing, a “Grantor”), in favor of Senior Credit (UWF) LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HOWLCO MIDCO LP (“Holdings”), HOWLCO LLC (the “U.S. Borrower”), the other borrowers party thereto, the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and Senior Credit (UWF) LLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the U.S. Security Agreement, dated as of October 23, 2020 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Parent Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark

Office or the Canadian Intellectual Property Office, if applicable, to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office or the Canadian Intellectual Property Office, if applicable, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

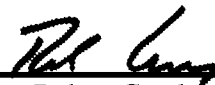
6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RE FORMSNET, LLC,
as Grantor

By: 
Name: Robert Crocker
Title: Chief Financial Officer

WOLFPACK IP CO.,
as Grantor

By: 
Name: Robert Crocker
Title: Chief Financial Officer

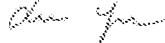
LONE WOLF REAL ESTATE TECHNOLOGIES, INC., a
Delaware corporation
as Grantor

By: 
Name: Robert Crocker
Title: Chief Financial Officer

WHERE TOLIVE.COM, INC.,
as Grantor

By: 
Name: Robert Crocker
Title: Chief Financial Officer


SENIOR CREDIT (UWF) LLC,
as the Collateral Agent

By:  _____
Name: David Yu
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Registration No. / Registration Date	Status	Current Owner of Record
zipForm	U.S. State - California	105816 03-Dec-1999	105816 03-Dec-1999	Registered (California)	RE FormsNet, LLC
AUTHENTISIGN	U.S.	78624809 06-May-2005	3249000 05-Jun-2007	Registered (Renewed)	Wolfpack IP Co.
INSTANET	U.S.	86314302 19-Jun-2014	4793038 18-Aug-2015	Registered	Wolfpack IP Co.
INSTANETOFFERS	U.S.	86712488 03-Aug-2015	4974936 07-Jun-2016	Registered	Wolfpack IP Co.
WIGO	U.S.	86742027 31-Aug-2015	4936291 12-Apr-2016	Registered	Lone Wolf Real Estate Technologies, Inc.
LISTFLASH	U.S.	87917667 11-May-2018	5642407 01-Jan-2019	Registered	RE FormsNet LLC DBA zipLogix
ZIPLOGIX ACADEMY LEARNING PATHS	U.S.	87462864 24-May-2017	5374285 09-Jan-2018	Registered	RE FormsNet LLC DBA zipLogix
ZIPFORM	U.S.	75512532 02-Jul-1998	2334566 28-Mar-2000	Registered (To be Renewed)	RE FormsNet, LLC
ZIPFORMMLS- CONNECT	U.S.	78664913 06-Jul-2005	3106704 20-Jun-2006	Registered (Renewed)	RE FormsNet, LLC DBA zipLogix
ELITEAGENT BY ZIPLOGIX	U.S.	88283156 30-Jan-2019	5839120 20-Aug-2019	Registered	RE FormsNet, LLC DBA zipLogix
ZIPFORM RECORD- CONNECT	U.S.	88153087 12-Oct-2018	5762395 28-May- 2019	Registered	RE FormsNet, LLC DBA zipLogix
RECORD- CONNECT	U.S.	88153167 12-Oct-2018	5774019 11-Jun-2019	Registered	RE FormsNet, LLC DBA zipLogix
ZIPCRM	U.S.	87804201 20-Feb-2018	5570325 25-Sep-2018	Registered	RE FormsNet, LLC DBA zipLogix

Mark	Jurisdiction	Serial No./ Filing Date	Registration No. / Registration Date	Status	Current Owner of Record
ZIPTMS	U.S.	86759123 16-Sep-2015	5211640 30-May-2017	Registered	RE FormsNet, LLC DBA zipLogix
ZIPALLIANCE	U.S.	86721368 11-Aug-2015	5189035 25-Apr-2017	Registered	RE FormsNet, LLC DBA zipLogix
ZIPCONSULT	U.S.	86106752 31-Oct-2013	4766852 07-Jul-2015	Registered	RE FormsNet, LLC DBA zipLogix
TOUCHSIGN	U.S.	85508801 04-Jan-2012	4223353 09-Oct-2012	Registered	RE FormsNet, LLC DBA zipLogix
ZIPVAULT	U.S.	85202842 21-Dec-2010	4027132 13-Sep-2011	Registered	RE FormsNet, LLC DBA zipLogix
ZIPLOGIX DIGITAL INK	U.S.	85038088 13-May-2010	4016808 23-Aug-2011	Registered	RE FormsNet, LLC DBA zipLogix
WHERE TO LIVE	U.S.	75592996 20-Nov-1998	2709614 22-Apr-2003	Registered (Renewed)	Wheretolive.com , Inc.
DOCBOX	U.S.	77209652 19-Jun-2007	3510711 07-Oct-2008	Registered (Renewed)	Wolfpack IP Co.
INSTANETFAX	U.S.	77209663 19-Jun-2007	3474917 29-Jul-2008	Registered (Renewed)	Wolfpack IP Co.
TRANSACTION DESK	U.S.	77209925 19-Jun-2007	3510712 07-Oct-2008	Registered (Renewed)	Wolfpack IP Co.
INSTANET FORMS	U.S.	77209967 19-Jun-2007	3510713 07-Oct-2008	Registered (Renewed)	Wolfpack IP Co.
Design Only 	U.S. Federal	90120728 18-Aug-2020		Pending	Lone Wolf Real Estate Technologies, Inc.
LONE WOLF	U.S. Federal	90120746 18-Aug-2020		Pending	Lone Wolf Real Estate Technologies, Inc.
LONE WOLF TECHNOLOGIES	U.S. Federal	90120737 18-Aug-2020		Pending	Lone Wolf Real Estate Technologies, Inc.

Canadian Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Registration No. / Registration Date	Status	Current Owner of Record
INSTANET	Canada	1696815 06-Oct-2014	TMA945820 10-Aug-2016	Registered	Wolfpack IP Co.
TRANSACTION DESK	Canada	1681824 18-Jun-2014	TMA926444 19-Jan-2016	Registered	Wolfpack IP Co.
AUTHENTISIGN	Canada	1681830 18-Jun-2014	TMA905712 09-Jun-2015	Registered	Wolfpack IP Co.
DOCBOX	Canada	1681831 18-Jun-2014	TMA926445 19-Jan-2016	Registered	Wolfpack IP Co.