

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604614

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LONE WOLF REAL ESTATE TECHNOLOGIES INC.		10/23/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SENIOR CREDIT (UWF) LLC		
<b>Street Address:</b>	200 WEST STREET		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2615026	REALBROKER	
<b>Registration Number:</b>	4962204	MONEYMAKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	32868.115		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	10/23/2020		
<b>Total Attachments: 5</b>			
source=Lone Wolf - Canadian Trademark Security Agreement (Executed)#page1.tif			
source=Lone Wolf - Canadian Trademark Security Agreement (Executed)#page2.tif			

CH \$65.00 2615026

source=Lone Wolf - Canadian Trademark Security Agreement (Executed)#page3.tif

source=Lone Wolf - Canadian Trademark Security Agreement (Executed)#page4.tif

source=Lone Wolf - Canadian Trademark Security Agreement (Executed)#page5.tif

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 LONE WOLF REAL ESTATE TECHNOLOGIES INC., a corporation incorporated under the laws of the province of British Columbia (the “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 CA REAL ESTATE TECHNOLOGIES CORPORATION (the “Canadian 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 Canadian 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, 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 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, 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 PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.**

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.

LONE WOLF REAL ESTATE TECHNOLOGIES INC.,  
as the Grantor

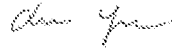
By:   
Name: Robert Crocker  
Title: Chief Financial Officer

Signature Page to Grant of Security Interest in Trademark Rights

81223994.1

**TRADEMARK**  
**REEL: 007084 FRAME: 0173**

SENIOR CREDIT (UWF) LLC,  
as the Collateral Agent



By: \_\_\_\_\_  
Name: David Yu  
Title: Authorized Signatory

**SCHEDULE A**

**U.S. and Canadian Trademark Registrations and Applications**

**Canadian Registrations**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Lone Wolf Real Estate Technologies Inc.	1743046	TMA 954088	WIGO & Design
Lone Wolf Real Estate Technologies Inc.	1612618	TMA 932757	MONEYMAKER
Lone Wolf Real Estate Technologies Inc.	1359241	TMA 776471	TRANSACTION CENTRAL
Lone Wolf Real Estate Technologies Inc.	1275041	TMA 677519	POCKET REAL ESTATE
Lone Wolf Real Estate Technologies Inc.	1230668	TMA 660911	BORRAN CONNECT!

**U.S. Registrations**

<b>OWNER</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Lone Wolf Real Estate Technologies Inc.	76305512	2615026	REALBROKER
Lone Wolf Real Estate Technologies Inc.	85840189	4962204	MONEYMAKER