

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605130

<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>
BOOMTOWN ROI, LLC		10/26/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	120 SOUTH LASALLE STREET		
<b>Internal Address:</b>	SUITE 400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	BANKING CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3844048	BOOMTOWN	
<b>Registration Number:</b>	4548001	SMART-DRIP	
<b>Registration Number:</b>	4666051	CHARITABLEAGENTS	
<b>Serial Number:</b>	88942745	HOMESEARCHNOW	
<b>Serial Number:</b>	88961803	BOOMTOWN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	249023.000020		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		

CH \$140.00 3844048

<b>DATE SIGNED:</b>	10/27/2020
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of October 26, 2020 by and between CIBC BANK USA, an Illinois banking corporation ("Lender"), BOOMTOWN ROI, LLC, a Delaware limited liability company ("BoomtownROI"), and BTRN, LLC, a South Carolina limited liability company ("BTRN", and, together with BoomtownROI, collectively, the "Borrowers" and the "Grantors").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), by and among Borrowers and Lender.

B. Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure each Borrower's obligations under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of

which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

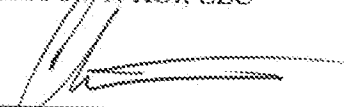
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantors:


BoomTown ROI, LLC  
BTRN, LLC  
1505 King Street Ext  
Suite 101  
Charleston, SC 29405  
Attn: Greg Gillins, Head of Finance  
email: [ggillins@boomtownroi.com](mailto:ggillins@boomtownroi.com)

**GRANTORS:**

BOOMTOWN ROI, LLC

By:   
Name: Chris Rickborn  
Title: Chief Operating Officer

BTRN, LLC

By:   
Name: Chris Rickborn  
Title: President

Address of Lender:

CIBC Bank USA  
120 South LaSalle Street  
Suite 400  
Chicago, Illinois 60603  
Attn: Andrew Kirk  
Telephone: (404) 926-2419  
Email: [andrew.kirk@cibc.com](mailto:andrew.kirk@cibc.com)

**LENDER:**

CIBC BANK USA

By: \_\_\_\_\_  
Name: Andrew J. Kirk  
Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantors:

BoomTown ROI, LLC  
BTRN, LLC  
1505 King Street Ext  
Suite 101  
Charleston, SC 29405  
Attn: Greg Gillins, Head of Finance  
email: [ggillins@boomtownroi.com](mailto:ggillins@boomtownroi.com)

**GRANTORS:**

BOOMTOWN ROI, LLC

By: \_\_\_\_\_  
Name: Chris Rickborn  
Title: Chief Operating Officer

BTRN, LLC

By: \_\_\_\_\_  
Name: Chris Rickborn  
Title: President

Address of Lender:

CIBC Bank USA  
120 South LaSalle Street  
Suite 400  
Chicago, Illinois 60603  
Attn: Andrew Kirk  
Telephone: (404) 926-2419  
Email: [andrew.kirk@cibc.com](mailto:andrew.kirk@cibc.com)

**LENDER:**

CIBC BANK USA

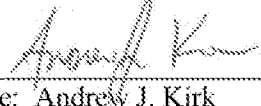
By:  \_\_\_\_\_  
Name: Andrew J. Kirk  
Title: Managing Director

EXHIBIT A

Copyrights

<b>Grantor</b>	<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>
None.			

EXHIBIT B


Patents

<b>Grantor</b>	<b>Title</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Date Filed</b>
BoomTown ROI, LLC	System and Method for Prioritizing Real Estate Opportunities in a Lead Handling System Based on Weighted Lead Quality Scores  (aka, "Opportunity Wall")	61/715,676	N/A (expired provisional)	10-18-2012
BoomTown ROI, LLC	System and Method for Prioritizing Real Estate Opportunities in a Lead Handling System Based on Weighted Lead Quality Scores  (aka, "Opportunity Wall")	13/734,135	8,666,792	01-04-2013
BoomTown ROI, LLC	System and Method for Prioritizing Real Estate Opportunities in a Lead Handling System Based on Lead Quality and Opportunity Scores  (aka, "Opportunity Wall")	13/752,750	8,660,872	01-29-2013
BoomTown ROI, LLC	Systems and Methods for Optimizing and Managing Marketing Communications  (aka, "Smart Drip")	13/758,684	N/A (abandoned application)	02-13-2013



EXHIBIT C

Trademarks

<b>Grantor</b>	<b>Mark</b>		<b>Registration No.</b>	<b>Date Filed</b>
BoomTown ROI, LLC	BOOMTOWN		3,844,048	09-18-2009
BoomTown ROI, LLC	SMART-DRIP		4,548,001	10-06-2011
BoomTown ROI, LLC			4,666,051	01-30-2014
BoomTown ROI, LLC	REFERRAL MATCH		N/A (abandoned)	07-11-2015
BoomTown ROI, LLC	HOMESARCHNOW	88/942,745		06-01-2020
BoomTown ROI, LLC	BOOMTOWN	88/961,803		06-12-2020