TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM605773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bisnow, LLC		10/22/2020	Limited Liability Company: D.C.

RECEIVING PARTY DATA

Name:	United Bank	
Street Address:	1700 K Street NW	
City:	Washington	
State/Country:	D.C.	
Postal Code:	20006	
Entity Type:	Corporation: VIRGINIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3809760	BISNOW

CORRESPONDENCE DATA

Fax Number: 304-285-25

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: 304-285-2509

Email: cwise@bowlesrice.com Correspondent Name: Charles C. Wise III

Address Line 1: 125 Granville Square, Suite 400 Address Line 4: Morgantown, WEST VIRGINIA 26501

NAME OF SUBMITTER:	Charles C. Wise III
SIGNATURE:	/Charles C. Wise III/
DATE SIGNED:	10/29/2020

Total Attachments: 4

source=110482116682031v2_IP Security Agreement (Bisnow Loan)#page1.tif
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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Confirmatory Grant</u>") is made effective as of October 22, 2020 by and from BISNOW, LLC, a District of Columbia limited liability company (the "<u>Grantor</u>"), to and in favor of UNITED BANK, a Virginia banking corporation, (the "<u>Grantee</u>").

WHEREAS, the Grantor and the Grantee have entered into a Loan Agreement dated as of October 20, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, the Grantor has entered into a Security Agreement dated as of October 20, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to secure the Obligations (as such term is defined in the Security Agreement).

WHEREAS, the Grantor owns the trademarks listed on <u>Exhibit A</u> attached hereto (the "<u>Trademarks</u>"), which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Grantee. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor. Upon the payment in full of all Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.
- (b) The Grantor hereby grants to the Grantee a security interest in all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (i) all proceeds of the

Trademarks, (ii) the goodwill associated with such Trademarks and (iii) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same, in each case, other than Excluded Assets.

- 3) <u>Counterparts</u>. This Confirmatory Grant 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. Delivery of an electronically executed signature page to this Confirmatory Grant by electronic means shall be as effective as delivery of a manually signed counterpart of this Confirmatory Grant.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Virginia.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

BISNOW, LLC

By My My Name: Gregg Mayer

Title: Chief Financial Officer

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Grantor	Trademark	Trademark
		Registration No.
Bisnow, LLC	BISNOW	3809760
Bisnow, LLC	SELECTLEADERS	3704421

12263220.1 **TRADEMARK REEL: 007090 FRAME: 0449**

RECORDED: 10/29/2020