

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM611719

<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>
ENTRATA, INC.		11/30/2020	Corporation: DELAWARE
RESIDENT VERIFY, LLC		11/30/2020	Limited Liability Company: UTAH
PROPERTY SOLUTIONS INSURANCE AGENCY, LLC		11/30/2020	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	1800 Century Park East, Suite 1100		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85499598	ENTRATA	
<b>Serial Number:</b>	85126280	ILS PORTAL	
<b>Serial Number:</b>	85151931	PROPERTY SOLUTIONS	
<b>Serial Number:</b>	78497413	RESIDENT PAY	
<b>Serial Number:</b>	85091142	RESIDENT PAY	
<b>Serial Number:</b>	85152564	RESIDENT PAY	
<b>Serial Number:</b>	85091138	RESIDENT UTILITY	
<b>Serial Number:</b>	86345498	RESIDENT VERIFY	
<b>Serial Number:</b>	86377127	SIMPLEMENTATION	
<b>Serial Number:</b>	85126239	SITE TABLET	
<b>Serial Number:</b>	86684442	ENTRATA	
<b>Serial Number:</b>	86684535	ENTRATA	
<b>Serial Number:</b>	86324535	RESIDENT INSURE	
<b>Serial Number:</b>	86897298	ONE-TAP PAY	
<b>Serial Number:</b>	86899518	RENT NOTIFY	
<b>Serial Number:</b>	86948438	LEASE EXECUTION	

CH \$640.00 85499598

Property Type	Number	Word Mark
Serial Number:	86953160	REPUTATIONADVISOR
Serial Number:	88017037	PROSPECT PORTAL
Serial Number:	87713754	ENTRATAMATION
Serial Number:	88591043	RESIDENTPAY
Serial Number:	88591108	SITETABLET
Serial Number:	88591112	RESIDENTUTILITY
Serial Number:	88961133	ENTRATAFI
Serial Number:	88591075	RESIDENTVERIFY
Serial Number:	88591019	RESIDENTINSURE

#### CORRESPONDENCE DATA

**Fax Number:** 7146686355

*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:** 7146686255

**Email:** sunnyelee@paulhastings.com

**Correspondent Name:** Sunny E. Lee

**Address Line 1:** 695 Town Center Drive, 17th Floor

**Address Line 2:** PAUL HASTINGS LLP

**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	73896-167 Hildebrandt/Kha
<b>NAME OF SUBMITTER:</b>	Sunny E. Lee
<b>SIGNATURE:</b>	/s/ Sunny E. Lee
<b>DATE SIGNED:</b>	12/01/2020

#### Total Attachments: 7

source=3. Wells Fargo - Entrata - Trademark Security Agreement [Executed](105900216\_1)#page1.tif

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30<sup>th</sup> day of November, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of November 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among ENTRATA, INC., a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, Wells Fargo, as lead arranger, and Wells Fargo, as book runner, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 30, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Signature page follows.]*

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

**GRANTORS:**

**ENTRATA, INC.**, a Delaware corporation

By: David J. Bateman  
Name: David J. Bateman  
Title: Chief Executive Officer

**RESIDENT VERIFY, LLC**, a Utah limited liability company

By: David J. Bateman  
Name: David J. Bateman  
Title: Manager

**PROPERTY SOLUTIONS INSURANCE AGENCY, LLC**, a Utah limited liability company

By: David J. Bateman  
Name: David J. Bateman  
Title: Manager

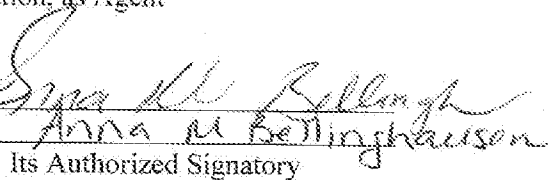
[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking  
association, as Agent

By:

Name:

  
Anna M Bellinghouson  
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 007119 FRAME: 0852

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Entrata, Inc.	USA	Entrata	85499598	4407716	12/20/2011
Entrata, Inc.	USA	ILS Portal	85126280	4085336	09/09/2010
Entrata, Inc.	USA	Property Solutions	85151931	4181639	10/13/2010
Entrata, Inc.	USA	Resident Pay	78497413	3058321	10/09/2004
Entrata, Inc.	USA	Resident Pay	85091142	3937429	07/22/2010
Entrata, Inc.	USA	Resident Pay	85152564	4027236	10/14/2010
Entrata, Inc.	USA	ResidentUtility	85091138	4527173	07/22/2010
Resident Verify, LLC	USA	Resident Verify	86345498	4680177	07/23/2014
Entrata, Inc.	USA	Simplementation	86377127	4758991	08/26/2014
Entrata, Inc.	USA	Site Tablet	85126239	4092453	09/09/2010
Entrata, Inc.	USA	Entrata	86684442	4944722	07/06/2015
Entrata, Inc.	USA	Entrata	86684535	4939401	07/06/2015
Property Solutions Insurance Agency, LLC	USA	Resident Insure	86324535	4673282	12/20/2011
Entrata, Inc.	USA	One-Tap Pay	86897298	4970802	02/04/2016
Entrata, Inc.	USA	Rent Notify	86899518	4970803	02/05/2016
Entrata, Inc.	European Union and Mexico	Entrata	A0056518	1294023	12/20/2011
Entrata, Inc.	USA	Lease Execution	86948438	5366536	03/22/2016



Entrata, Inc.	USA	ReputationAdvisor	86953160	5194246	03/25/2016
Entrata, Inc.	USA	Prospect Portal	88017037	5684947	06/27/2018
Entrata, Inc.	USA	Entratamation	87713754	None	12/08/2017
Entrata, Inc.	USA	ResidentPay	88591043	6013511	08/23/2019
Entrata, Inc.	USA	SiteTablet	88591108	6041304	08/23/2019
Entrata, Inc.	USA	ResidentUtility	88591112	6041305	08/23/2019
Entrata, Inc.	USA	Entratafi	88961133	None	06/11/2020
Resident Verify, LLC	USA	ResidentVerify	88591075	6156585	08/23/2019
Property Solutions Insurance Agency, LLC	USA	ResidentInsure	88591019	6013509	08/23/2019

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.